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Separate paging is given to this Part in order that it may be filed as a separate compilation

NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 13th October, 1964:—

Issue No.	No. and Date	Issued by	Subject
251	S.O. 3531, dated 3rd October, 1964.	Ministry of Commerce.	Declaring that certain provisions of certain sections of the Forward Contracts (Regulation) Act, 1952 shall apply to groundnut oil in Gujarat State.
	S.O. 3532, dated 3rd October, 1964.	Do.	The Cotton Textiles (Control) (Second Amendment) Order, 1964.
252	S.O. 3533, dated 6th October, 1964.	Ministry of Information and Broadcasting.	Approval of films specified therein.
253	S. O. 3618, dated 6th October, 1964.	Ministry of Law.	The President appoints Shri P. S. Subramanian as officiating Chief Election Commissioner.
	S. O. 3619, dated 6th October, 1964.	Do.	Rules regulating the conditions of service of S ri P. S. Subramanian.
254	S. O. 3656, dated 13th October, 1964.	Ministry of Commerce.	Specifying Ex-factory price of Dhoti, Saree, etc. and the maximum retail price thereof.
	S. O. 3657, dated 13th October, 1964.	Do.	Amendments in Notification No. T.C.S. 1/20, dated 22nd September, 1949.
	S. O. 3658, dated 13th October, 1964.	Do.	Amendments in Notification No. 80-Text 1/48 (iii), dated 2nd August, 1948.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

PART II—Section 3—Sub-section (ii)

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

MINISTRY OF HOME AFFAIRS

New Delhi, the 9th October 1964

S.O. 3669.—The Central Government is pleased to notify that Yuvraj Amarindra Singh and Maharajkumar Malvindra Singh sons of Maharaja of Patiala have been nominated by the said Ruler for the purpose of entry 2(b) of Schedule I annexed to the Ministry of Home Affairs notification No. 15/13/59(V) P.IV, dated the 13th July, 1962 [GSR No. 991, published in the Gazette of India, Part II, Section 3, Sub-Section (ii), dated the 28th July, 1962].

[No. 16/20/64-P.IV.]

G. L. BAILUR, Under Secy.

ORDER

New Delhi, the 12th October 1964

S.O. 3670.—In exercise of the powers conferred by Section 8 of the Goa Daman and Diu (Laws) Regulation, 1962 (12 of 1962), the Central Government hereby makes the following order, namely:—

1. (1) This Order may be called the Goa, Daman and Diu (Removal of Difficulties) Order No. 1 of 1964.

(2) It shall come into force at once.

2. The Appellate Collector of Customs, Bombay shall be the corresponding functionary for the Consell do Service Technico Adoaneiro, the eight member Council at Panjim, which was the appellate authority under the Portuguese law in relation to the levy of duty of customs in Goa, Daman and Diu in force before the 30th day of January, 1963.

[No. F.19-1/64-Goa.]

K. R. PRABHU, Dy. Secy.

MINISTRY OF FINANCE**Department of Economic Affairs**

New Delhi, the 12th October 1964

S.O. 3671.—In pursuance of clause (c) of the Explanation to sub-section (1) of section 42 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby notifies the Industrial Development Bank of India for the purposes of the said clause.

[No. F.3(60)-BC/64.]

R. K. SESHADRI,

Director (Banking & Insurance).

(Department of Economic Affairs)**(Office of the Controller of Capital Issues)****ORDER**

New Delhi, the 17th October 1964

S.O. 3672.—In exercise of the powers conferred by sub-section (1) of section 6 of the Capital Issues (Control) Act, 1947 (29 of 1947), the Central Government

hereby makes the following Order to amend the Capital Issues (Exemption) Order, 1961, namely:—

1. This Order may be called the Capital Issues (Exemption) Amendment Order, 1964.

2. In the Capital Issues (Exemption) Order, 1961 in clause 3,—

(i) in clause (d)—

(a) after the words, figures and brackets “the Industrial Finance Corporation Act, 1948 (15 of 1948).”, the words, figures and brackets “the Industrial Development Bank of India constituted under the Industrial Development Bank of India Act, 1964 (18 of 1964),” shall be inserted;

(b) the words “the Refinance Corporation for Industry Private Limited,” shall be omitted;

(ii) in clause (e), after the words, figures, brackets and letter “the Industrial Finance Corporation under section 23(1)(b)”, the words, brackets, letters and figures “or by the said Industrial Development Bank of India under clause (e) or clause (f) or clause (g) of sub-section (1) of section 9 of the said Industrial Development Bank of India Act, 1964” shall be inserted.

[No. F. 14(1)-CCI/64.]

M. K. VENKATACHALAM,

Controller of Capital Issues.

(Department of Revenue and Company Law)

(INCOME-TAX)

New Delhi, the 5th October 1964

SUBJECT:—*Income-tax Act, 1961—Section 10(15)(iv)(b)—Exemption of tax on interest payable to financial institutions in a foreign country—Central Government approval.*

S.O. 3673.—In exercise of the powers conferred by paragraph (b) of sub-clause (iv) of clause (15) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby accords approval to the Banque Francaise du Commerce Extérieur, Paris, for the purposes of exemption from tax on the interest payable by any industrial undertaking in India on moneys borrowed by it under a loan agreement entered into with the said foreign financial institution.

[F. No. 29/30/64-IT(AI)73.]

G. R. DESAI, Dy. Secy.

MINISTRY OF COMMERCE

Bombay, the 22nd September 1964

S.O. 3674.—In exercise of the powers conferred on me by clauses 3, 4, 13, 14A and 17 of the Cotton Control Order, 1955, and of all other powers enabling me in this behalf, I hereby make the following amendment in the Textile Commissioner's Notification No. S.O. 2168 dated the 11th June, 1964, namely:—

In the said notification, in Schedule 'B', the following shall be added, namely:—

“Shri Thakur Nahur Singh Badnawar (M.P.)”

Sd/- R. DORAISWAMY,

Textile Commissioner.

[No. 24(7)-Tex(A)/64.]

B. K. VARMA, Under Secy.

New Delhi, the 16th October 1964

S.O. 3675.—The Central Government, having considered in consultation with the Forward Markets Commission, the application for renewal of recognition made under section 5 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) by the Indian Exchange Limited, Amritsar, and being satisfied that it would be in the interest of the trade and also in the public interest so to do, hereby grants, in exercise of the powers conferred by section 6 of the said Act, recognition to the said Exchange for a further period of one year from the 11th November, 1964 upto the 10th November, 1965 both days inclusive, in respect of forward contracts in cottonseed.

2. The recognition hereby granted is subject to the condition that the said Exchange shall comply with such directions as may from time to time be given by the Forward Markets Commission.

[No. 34(9)-Com(Genl)(FMC)/64.]

M. L. GUPTA, Under Secy.

New Delhi, the 19th October 1964

S.O. 3676.—In exercise of the powers conferred by clause (b) of sub-section (3) of section 4 of the Central Silk Board Act, 1948 (61 of 1948), the Central Government hereby nominates Shri G. R. Kadapa, Deputy Secretary to the Government of India, Ministry of Commerce, as a member of the Central Silk Board vice Shri R. Kalyanasundaram and makes the following amendment in the notification of the Government of India in the Ministry of Industry No. S.O. 1313, dated the 9th April, 1964, namely:—

In the said notification for the entry relating to serial number 1, the following entry shall be substituted, namely:—

"1. Shri G. R. Kadapa, Deputy Secretary to the Government of India, Ministry of Commerce."

[No. F. 22/2/64-Tex(G).]

K. K. SACHDEV, Under Secy.

(Office of the Jt. Chief Controller of Imports & Exports)

(Central Licensing Area),

ORDERS

New Delhi, the 31st August 1964

S.O. 3677.—Whereas M/s Capital Radio Mfg. Production Cum-sales Cooperative Industrial Society Ltd., Jhajjar Road, Rohtak, or any Bank or any other person have not come forward furnishing sufficient cause, against Notice No. JCCI/I(CLA)/262/63/1164, dated 4th August, 1964 proposing to cancel Licence No. A664531/61/AU/D dated 26th March, 1962 for import of 'Radio Parts' for Rs. 6750 granted to said M/s Capital Radio Mfg., Production Cum-sales Cooperative Industrial Society Ltd., Jhajjar Road, Rohtak, by the Joint Chief Controller of Imports and Exports (Central Licensing Area) Janpath Barracks 'B' New Delhi Government of India in the Ministry of Commerce in exercise of the powers conferred by the clause 9 of the Import (Control) Order 1955, hereby cancel the said licence No. A664531/61/AU/D dated 26th March, 1962 issued to M/s Capital Radio Mfg. Production Cum-sales Cooperative Industrial Society Ltd., Jhajjar Road, Rohtak.

[No. JCCI/I(CLA)/262/63/185.]

New Delhi, the 22nd September 1964

S.O. 3678.—Whereas M/s. Jai Chemical & Pharmaceutical Works, Moti Doongri Road, Jaipur, or any bank or any person have not come forward furnishing sufficient cause, against notice No. JCC/I(CLA)/117/04/1426, dated 18th August 1964 proposing to cancel licences No. (1) P/SS/1521974/C/XX/18/C-D/17-18, dated 7th February 1964 for import of Drugs & Medicines, as per list attached therewith for Rs. 3,425/- and (2) P/SS/1533743/C/XX/18/C-D/18,

dated 30th June 1964 for Rs. 300/- for import of Sintered Glass, Funels & Micro-filler Beakers granted to said M/s. Jai Chemical & Pharmaceutical Works, Wali Garden, Moti Doongri Road, Jaipur, by the Joint Chief Controller of Imports & Exports (Central Licensing Area), Janpath Barracks 'B', New Delhi, Government of India in the Ministry of Commerce in exercise of the powers conferred by the clause 9 of the Import (Control) Order 1955, hereby cancel the said licences No. (1) P/SS/1521974/C/XX/18/C-D/17-18, dated 7th February 1964 and (2) P/SS/1533743/C/XX/18/C-D/18, dated 30th June 1964, issued to M/s. Jai Chemical & Pharmaceutical Works, Wall Gardens, Moti Doongri Road, Jaipur.

[No. JCC.I/I(CLA)/117/64/2167.]

S. K. SEN,

Jt. Chief Controller of Imports & Exports.

Office of the Jt. Chief Controller of Imports and Exports

Calcutta, the 3rd September 1964

S.O. 3679.—It is hereby notified that in exercise of the powers conferred by Clause 9 of the Imports (Control) Order, 1955 the Government of India, in the Ministry of Commerce propose to cancel licence No. P/EI/0034059/C/XX/19/C/19-20, dated 5th May, 1964, valued at Rs. 3,06,964, only for the import of Zinc or Spelter unwrought in the form of ingots from General Area except South and South West Africa granted by the Joint Chief Controller of Imports and Exports, Calcutta to M/s. Parsotamdas Narsingdas, 43, Strand Road, Calcutta, unless sufficient cause against this is furnished to the Joint Chief Controller of Imports and Exports within ten days of the date of issue of this notice by the said M/s. Parsotamdas Narsingdas, 43, Strand Road, Calcutta or any Bank or any other party who may be interested in it. The licence in question was issued inadvertently.

M/s. Parsotamdas Narsingdas, 43, Strand Road, Calcutta-7 or any Bank or any other party who may be interested in the said licence No. P/EI/0034059/C/XX/19/C/19-20, dated 5th May, 1964, are hereby directed not to enter into any commitments against the said licence and to return it immediately to the Joint Chief Controller of Imports and Exports, Calcutta.

[No. 89/61/I&L.]

S.O. 3680.—It is hereby notified that in exercise of the powers conferred by Clause 9 of the Imports (Control) Order, 1955, the Government of India in the Ministry of Commerce propose to cancel licence No. P/EI/0034051/C/XX/19/C/19-20, dated 4th May, 1964 valued at Rs. 74,800 only for import of Zinc or Spelter unwrought in the form of ingots Cake Tile and Slabs from the General Area except South and South West Africa, granted by the Joint Chief Controller of Imports and Exports, Calcutta, to M/s. Parsotamdas Narsingdas, 43, Strand Road, Calcutta-7, unless sufficient cause against this is furnished to the Joint Chief Controller of Imports and Exports within ten days of the date of issue of this notice by the said M/s. Parsotamdas Narsingdas, 43, Strand Road, Calcutta-7 or any Bank or any other party who may be interested in it. The licence in question was issued inadvertently.

M/s. Parsotamdas Narsingdas, 43, Strand Road, Calcutta-7, or any Bank or any other party who may be interested in the said licence No. P/EI/0034051/C/XX/19/C/19-20, dated 4th May, 1964, are hereby directed not to enter into any commitments against the said licence and to return it immediately to the Joint Chief Controller of Imports and Exports, Calcutta.

[No. 89/61/I&L.]

S.O. 3681.—It is hereby notified that in exercise of the powers conferred by Clause 9 of the Imports (Control) Order 1955, the Government of India, in the Ministry of Commerce propose to cancel licence No. P/EI/0033834/C/XX/19/C/19-20, dated 30th April, 1964, valued at Rs. 19,512, only for the import of Zinc or Spelter unwrought in the form of Ingots Cake Tile and Slabs from General Area except South and South West Africa granted by the Joint Chief Controller of Imports and Exports, Calcutta, to M/s. Bithaldas Binani, 43, Strand Road, Calcutta-7, unless sufficient cause against this is furnished to the Joint Chief Controller of Imports and Exports within ten days of the date of issue of this notice by the said M/s. Bithaldas Binani 43, Strand Road, Calcutta-7 or any Bank or any other party who may be interested in it. The licence in question was issued inadvertently.

M/s. Bithaldas Binani, 43, Strand Road, Calcutta-7, or any Bank or any other party who may be interested in the said licence No. P/EI/0033334/C/XX/19/C/C/19-20, dated 30th April, 1964, are hereby directed not to enter into any commitments against the said licence and to return it immediately to the Joint Chief Controller of Imports and Exports, Calcutta,

[No. 89/61/I&L.]

D. D. BHARGAVA,

Dy. Chief Controller of Imports & Exports,
For Jt. Chief Controller of Imports & Exports.

MINISTRY OF STEEL AND MINES

(Department of Iron and Steel)

New Delhi, the 12th October, 1964.

S.O. 3682—ESS. COMM/IRON AND STEEL-2(c)/AM(4).—In exercise of the powers conferred by sub-clause (c) of clause 2 of the Iron and Steel (Control) Order, 1956, the Central Government hereby directs that the following further amendment shall be made to the notification of the Government of India, in the Ministry of Steel, Mines and Heavy Engineering No. S.O. 1525/ESS. COMM/IRON AND STEEL-2(c), dated the 29th April, 1964 as amended from time to time, namely:—

In the Schedule annexed to the said notification, in columns 2 and 3 thereof, under 'PUNJAB' the following entries shall be added after Sl. No. 11;

1	2	3
12.	Director of Agriculture, Punjab, Chandigarh.	4, 5, 10, 11, 12(2), 18, 20, 22, 23, 24(b), 24(c) and 24(d).
13.	Joint Director of Agriculture, Punjab, Chandigarh.	4, 5, 10, 11, 12(2), 18, 20, 22, 23, 24(b), 24(c) and 24(d).
14.	Deputy Director of Agriculture, Punjab, Chandigarh.	4, 5, 10, 11, 12(2), 18, 20, 22, 23, 24(b), 24(c) and 24(d).
15.	Agricultural Engineer (Implements) Punjab.	4, 5, 10, 11, 12(2), 18, 20, 22, 23, 24(b), 24(c) and 24(d).
16.	District Agricultural Officers, Punjab.	4, 5, 12(2), 18, 20, 24(b), 24(c) and 24(d).

[No. 30(I)-2(1)/64.]

New Delhi, the 17th October 1964

S.O. 3683/ESS.COMM/IRON AND STEEL-2(c)/AM(5).—In exercise of the powers conferred by sub-clause (c) of clause 2 of the Iron and Steel (Control) Order, 1956, the Central Government hereby directs that the following further amendment shall be made to the notification of the Government of India, in the

Ministry of Steel, Mines and Heavy Engineering No. S.O. 1525/ESS.COMM/IRON AND STEEL-2(c), dated the 29th April, 1964 as amended from time to time, namely :—

In the Schedule annexed to the said notification in columns 2 and 3 thereof, under 'TRIPURA', the following entries shall be added after Serial No. 2 :—

1	2	3
3.	Director of Industries, Government of Tripura, Agartala.	4 and 5
4.	Director of Agriculture, Government of Tripura, Agartala.	4 and 5
5.	Director of Education, Government of Tripura, Agartala.	4 and 5
6.	Director of Rehabilitation, Government of Tripura, Agartala.	4 and 5
7.	Additional District Magistrate and collector, Government of Tripura, Agartala.	4 and 5

[No. SC(I)-2(1)/64.]

G. N. TANDON, Under Secy.

(Department of Mines and Metals)

CORRIGENDUM

New Delhi, the 9th October 1964

S.O. 3684.—In the notification of the Government of India in the Ministry of Steel and Mines (Department of Mines and Metals) No. S.O. 3107, dated the 24th August, 1964, and published in Part II, Section 3, Sub-Section (ii) at page 3437 of the Gazette of India dated the 5th September, 1964, in line seven for "Shri Sundar" read "Shri Ramsundar".

[No. C2-20(26)/63.]

New Delhi, the 12th October 1964

S.O. 3685.—In the notification of the Government of India in the Ministry of Steel and Mines (Department of Mines and Metals) S.O. No. 2839 dated the 12th August, 1964, published in the Gazette of India dated the 22nd August, 1964, Part II, Section 3, Sub-Section (ii) at pages 3221 to 3223, at page 3222, in line 30, for "Chotha Nadi" read "Chutua Nadi".

[No. C2-20(18)/64.]

K. SUBRAHMANYAN, Under Secy.

MINISTRY OF INDUSTRY AND SUPPLY

(Department of Industry)

ORDER

New Delhi, the 17th October 1964

S.O. 3686/IDRA/18G/64.—In exercise of the powers conferred by Section 18G of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby makes the following Order further to amend the Cement Control Order 1961, namely :—

1. This Order may be called the Cement Control (Tenth Amendment) Order, 1964.

2. In the Schedule to the Cement Control Order, 1961, in the Table below paragraph (B), for the entry against Serial No. 15, the following entry shall be substituted, namely :—

Name of Producer	Extra amount per tonne	Limit of quantity (in tonnes)
15. M/s. Birla Jute Manufacturing Co. Ltd., Cement Department, Sarna.	Rs. 2.50	2,25,000 in any year ending the 28th/29th February.

[No. 8-10/64-CEM.II.]

P. M. NAYAK, Jt. Secy.

(Department of Supply and Technical Development)

New Delhi, the 13th October 1964

S.O. 3687.—In exercise of the powers conferred by sub-rule (2) of rule 11, clause (b) of sub-rule (2) of rule 14 and sub-rule (1) of rule 23 of the Central Civil Services (Classification, Control and Appeal) Rules, 1957, the President hereby directs that in respect of the posts in the General Central Service, Class III and Class IV, specified in column 1 of Parts I and II of the Schedule annexed hereto, the authority specified in column 2 thereof shall be the Appointing Authority and the authorities specified in columns 3 and 5 thereof shall respectively be the Disciplinary Authority and the Appellate Authority in regard to the penalties specified in column 4.

THE SCHEDULE

PART I—General Central Service, Class III

Description of Post	Appointing Authority	Authority competent to impose penalties, and Penalties which it may impose (with reference to item numbers in rule 13)		Appellate Authority
		Authority	Penalties	
1	2	3	4	5

MINISTRY OF INDUSTRY AND SUPPLY

DEPARTMENT OF SUPPLY & TECHNICAL DEVELOPMENT.

Directorate General of Supplies & Disposals

Headquarters Office

All Posts (other than those included in the Central Secretariat Clerical Service)

Director of Administration

Director of Administration

All

Director Supplies & Disposals.

General & Dis-

1	2	3	4	5
<i>Regional Offices (including those of the Inspection Wing)</i>				
Junior Field Officer (Progress)	Director of Administration	Director of Administration	All	Director Supplies & Disposals.
Junior Field Officer (Technical)				
Junior Progress Officer Technical Assistant Examiner of Stores	Head of Office	Head of Office	All	Director Supplies & Disposals.
All other posts				
<i>National Test House, Calcutta/Bombay</i>				
All Posts	Director, National Test House, Calcutta.	Director, National Test House, Calcutta.	All	-do-
India Supply Mission, London. All Posts.	Director General	Director General	All	Secretary, Department of Supply & Technical Development, Ministry of Industry & Supply.
India Supply Mission, Washington. All posts	Director General	Director General	All	-do-
<i>Part II—General Central Service, Class IV</i>				
<i>Directorate General of Supplies & Disposals</i>				
<i>Headquarters Office</i>				
All Posts	Deputy Director Administration.	Deputy Director Administration.	All	Director of Administration.
<i>Regional Offices</i>				
All Posts	Head of Office	Head of Office	All	Director Supplies & Disposals.
<i>National Test House, Calcutta/Bombay</i>				
All Posts	Head of Office	Head of Office	All	Director Supplies & Disposals.
India Supply Mission, London.				
All posts	Deputy Director General	Deputy Director General	All	Director General
<i>India Supply Mission, Washington</i>				
All posts	Director of Purchase	Director of Purchase.	All	Director General



(Indian Standards Institution)

New Delhi, the 8th October 1964

S.O. 3688—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955, as amended in 1962, the Indian Standards Institution hereby notifies that the Standard Mark(s), design(s) of which together with the verbal description of the design(s) and the title(s) of the relevant Indian Standard(s) are given in the Schedule hereto annexed, have been specified.

These Standard Mark(s), for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952, as amended in 1961, and the rules and regulations framed thereunder, shall come into force with effect from 16 October 1964.

THE SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Products to which applicable	No. and Title of Relevant Indian Standard	Verbal description of the design of the Standard Mark
(1)	(2)	(3)	(4)	(5)
	<p>IS: 398</p>  <p>STEEL WIRE</p>	Steel Wire for the Core of Steel Cored Aluminium Conductors for Overhead Power Transmission purposes.	IS: 398-1961 Specification for hard Drawn Stranded Aluminium & Steel Cored Aluminium Conductors for Overhead Power Transmission purposes (<i>Revised</i>).	The monogram of the Indian Standards Institution consisting of letters ISI drawn in the exact style and relative proportions as indicated in col. (2), the number designation of the Indian Standard being superscribed on the top side of the monogram and the words "STEEL WIRE" being subscribed under the bottom side of the monogram as indicated in the design.
	<p>IS: 420</p> 	Putty for Use on Metal Frames.	IS: 420-1953 Specification for Putty for use on Metal Frames.	The monogram of the Indian Standards Institution consisting of letters ISI drawn in the exact style and relative proportions as indicated in col. (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.

[No. MD/17:2.]

S.O. 3689—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961, 1962 and 1964 the Indian Institution hereby notifies that the marking fee per unit for the products, details of which are given in the Schedule hereto annexed, have been determined and the fees shall come into force with effect from the dates shown against each.

THE SCHEDULE

Sl. No.	Product/Class of Products	No. and title of relevant Indian Standard	Unit	Marking Fee per Unit	Date of effect
(1)	(2)	(3)	(4)	(5)	(6)
1.	Steel Wire for the Core of Steel-cored Aluminium Conductors for Overhead Power Transmission Purposes.	IS: 398-1961 Specification for Hard-Drawn Stranded Aluminium & Steel-cored Aluminium Conductors for Overhead Power Transmission Purposes. (Revised)	One Tonne	50 Paise	16 October, 1964.
2.	Putty for Use on Metal Frames.	IS: 420-1953 Specification for Putty for Use on Metal Frames.	One kg.	0.5 Paise	16 October, 1964.
3.	Steel Drums (Galvanized and Ungalvanized).	IS: 2552-1963 Specification for Steel Drums (Galvanized and Ungalvanized).	One Drum	1 Paise per unit for the first 500,000 units, $\frac{1}{2}$ Paise per unit for production beyond 500,000 units.	Immediate effect.

[No. MD/18 : 2]

New Delhi, the 9th October 1964

S.O. 3690.—The articles covered in licence No. CM/L-720 and CM/L-721 held by M/s. Modern Industries, Sahibabad (Ghaziabad), the details of which are given in the Notification published under S.O. 2590 in the Gazette of India, Part II, Section 3(ii) dated 1 August 1964, have been revised as under with effect from 30 September 1964:

Licence No.	Revised Article Covered by the Licence
CM/L-720	Structural Steel (Standard Quality), tested steel rounds up to 25 mm in dia (1 inch) and other sections of equivalent area only.
CM/L-721	Structural Steel (Ordinary Quality), tested steel rounds up to 25 mm in dia (1 inch) and other sections of equivalent area only.

[No. MD/12 : 1466]

New Delhi, the 12th October 1964

S.O. 3691.—In article covered by licence No. CM/L-739 held by M/s. International Engineering Service, Bombay, the details of which are given in the Notification published under S.O. 3487 in the Gazette of India, Part II, Section 3(ii) dated 9 October 1964, the following has been added with effect from 1 September 1964:

Domestic Pressure Cookers (Pressed), 5 and 6 litre capacity.

[No. M.D./12:1272.]

D. V. KARMARKAR, Jt. Director (Marks).

MINISTRY OF FOOD AND AGRICULTURE**(Department of Agriculture)***New Delhi, the 8th October 1964*

S.O. 3692.—Whereas under clause (i) of sub-section (1) of section 5 of the Prevention of Cruelty to Animals Act, 1960 (59 of 1960), the Rajya Sabha has duly elected Shrimati Shakuntala Paranjpye to be a member of the Animal Welfare Board;

Now, therefore, in pursuance of sub-section (1) of section 4 of the said Act, the Central Government hereby makes the following further amendment to the Notification of the Government of India in the Ministry of Food and Agriculture (Department of Agriculture) No. S.O. 921, dated the 20th March, 1962, establishing the Animal Welfare Board, namely:—

In the said Notification, for the entry in the first column against item 22, the following entry shall be substituted, namely:—

“Shrimati Shakuntala Paranjpye, 42, Western Court, New Delhi.”

[No. 19-12/64-L.D.]

K. C. SARKAR, Under Secy.

(Department of Agriculture)*New Delhi, the 9th October 1964*

S.O. 3693.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules regulating the method of recruitment of persons to the Class II Post of Administrative Officer in the Central Rice Research Institute, Cuttack, namely:—

1. **Short title.**—These rules may be called the Central Rice Research Institute (Class II—Gazetted post) Recruitment Rules, 1964.

2. **Application.**—These rules shall apply to the Class II (Gazetted) post of Administrative Officer in the Central Rice Research Institute, Cuttack, specified in col. 1 of the Schedule annexed to these rules.

3. **Number, classification and scale of pay.**—The number of the said post, its classification and the scale of pay attached thereto shall be as specified in cols. 2 to 4 of the said Schedule.

4. **Method of recruitment, age limit and other qualifications.**—The method of recruitment to the said post age limit, qualifications, and other matters connected therewith shall be as specified in columns 5 to 13 of the Schedule aforesaid.

SCHEDULE

Name of Post	No. of posts	Classification	Scale of pay	Whether Selection Post or non-selection post	Age limit for direct recruits	Educational and other qualifications required for direct recruits	Whether age and educational qualifications prescribed for the direct recruits will apply in the case of Promotees	Period of probation, if any	Method of recruitment whether by direct recruitment or by promotion or by deputation/transfer and percentage of the vacancies to be filled by various methods	In case of recruitment by promotion deputation/transfer, grades from which promotion deputation/transfer to be made	If a DPC. exists, what is its position	Circumstances in which U.P.S.C. is to be consulted in making recruitment
1	2	3	4	5	6	7	8	9	10	11	12	13
Administrative Officer.	One	G. C. S. Class II Gazetted (Non-Ministerial).	Rs. 350-25-500-30-590-EB-30-800-EB-30-830-35-900.	N.A.	N.A.	N.A.	N.A.	N.A.	By transfer on deputation.	Transfer on deputation : From amongst suitable officers working in the Section Officers' grade of the C.S.S. (Period of deputation—2 years—liable to be extended to 3 years).	N.A.	As required under the rules

[No. 15-23/64-Instt.II.]

R. M. L. VAISH, Under Secy.

(Department of Agriculture)
(Indian Council of Agricultural Research)

New Delhi, the 12th October 1964

S.O. 3694.—In exercise of the powers conferred by sub-section 4 (viii) of Section 4 of the Indian Lac Cess Act, 1930 (24 of 1930), as amended from time to time, the Central Government is pleased to re-nominate Shri Chandrika Prasad Ojha, Village and Post Office Wyndhanjanj, Distt. Mirzapur on the Governing Body of the Indian Lac Cess Committee to represent the cultivators of lac in States (other than those referred to in clause (vii)] in which lac is cultivated upto 31st March, 1967.

[No. 3-37/63-Com.IV.]

J. S. UPPAL, Under Secy.

MINISTRY OF HEALTH

New Delhi, the 12th October 1964

S.O. 3695.—Whereas Dr. S. L. Agarwal, M.D., Professor of Pharmacology, G. R. Medical College, Gwalior, has been nominated under clause (h) of section 3 of the Pharmacy Act, 1948 (8 of 1948) by the Government of Madhya Pradesh to represent that State on the Pharmacy Council of India with effect from the 14th September, 1964;

Now, therefore, in pursuance of section 3 of the Pharmacy Act, 1948 the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Health, No. 7-23/59-D, dated the 21st December, 1959, namely:—

In the said notification, under the heading “Members nominated by State Governments under clause (h)” for the entry against serial No. 5, the following entry shall be substituted, namely:—

“Dr. S. L. Agarwal, M.D., Professor of Pharmacology, G. R. Medical College, Gwalior”.

[No. F.6-26/64-MPT(B).]

S.O. 3696.—Dr. J. K. Mohanty, Professor of Pharmacology, Medical College, Burla, having been re-nominated under clause (h) of section 3 of the Pharmacy Act, 1948 (8 of 1948) by the Government of Orissa with effect from the 11th August, 1964 to represent that State on the Pharmacy Council of India, the Central Government hereby directs that he shall continue to be a member of the Pharmacy Council of India for a further period of five years or until his successor has been nominated whichever is longer and makes the following further amendment in the notification of the Government of India in the Ministry of Health, No. F.7-23/59-D, dated the 21st December, 1959, namely:—

Under the heading “Members nominated by State Governments under clause (h)” for the entry against serial No. 7 the following entry shall be substituted, namely:—

“Dr. J. K. Mohanty, Professor of Pharmacology, Medical College, Burla”.

[No. F.6-26/64-MPT(C).]

S.O. 3697.—Whereas Dr. K. N. Garg, M.D. Professor of Pharmacology, Medical College, Amritsar, has been nominated under clause (h) of section 3 of the Pharmacy Act, 1948 (8 of 1948) by the Government of Punjab to represent that State on the Pharmacy Council of India with effect from the 24th August, 1964;

Now, therefore, in pursuance of section 3 of the Pharmacy Act, 1948, the Central Government makes the following further amendment in the notification of the Government of India in the Ministry of Health No. F.7-23/59-D, dated the 21st December, 1959, namely:—

In the said notification, under the heading “Members nominated by State Governments under clause (h)” for the entry against serial No. 8, the following entry shall be substituted, namely:—

“Dr. K. N. Garg, M.D., Professor of Pharmacology, Medical College, Amritsar”.

[No. F.6-26/64-MPT.]

New Delhi, the 13th October 1964

S.O. 3698.—In pursuance of clause (d) of rule 2 of the Indian Medical Council Rules, 1957, published with the notification of the Government of India in the Ministry of Health No. S.R.O. 1319, dated the 16th April, 1957, the Central Government hereby appoints the following officers as 'Returning Officers' for the conduct of election of members to the Medical Council of India under clause (c) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956), in the States mentioned against each:—

1. Dr. A. B. Roy, M.B.B.S., (DPH)(Cal), DPM&H
(London), Director of Health Services, Assam, Shillong. Assam
2. The Registrar, West Bengal Medical Council, 8, Lyons Range, Calcutta-1. West Bengal
3. Shri Madam Mohan, Registrar, Mahakoshal Medical Council, Indore. Madhya Pradesh.

[No. F.4-28/64-MPT.]

New Delhi, the 17th October 1964

S.O. 3699.—In pursuance of sub-rule (d) of rule 2 of the Indian Medical Council Rules, 1957, published with the notification of the Government of India in the Ministry of Health S.R.O. No. 1319, dated the 16th April, 1957, the Central Government hereby appoints the following officers as 'Returning Officers' for the conduct of election of members to the Medical Council of India under clause (c) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956, in Andhra Pradesh and Maharashtra:—

- (1) Dr. C. S. Rama Chandra Rao, Deputy Director of Medical Services, Andhra Pradesh—Andhra Pradesh.
- (2) Shri B. Y. Shidhe, Registrar, Maharashtra Medical Council (Bombay Area)—Maharashtra.

[No. F. 4-28/64-MPT.]

ORDERS

New Delhi, the 13th October 1964

S.O. 3700.—Whereas the Government of India in the Ministry of Health has, by notification No. F.16-6/61-MI, dated the 22nd July, 1961, made in exercise of the powers conferred by sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), recognised the medical qualification "Candidatus Medicine (University of Oslo, Norway)" for the purposes of the said Act;

Now, therefore, in exercise of the powers conferred by the proviso to sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956) the Central Government hereby specifies the period of two years with effect from the date of this order or so long as Dr. Edel Marie Busch Haugstad, who possesses the said qualification, continues to work with the Parkijuli Medical Unit, P.O. Menoke, Dist. Kamrup (Assam) to which she is attached for the time being for the purposes of teaching, research or charitable work, which ever is shorter, as the period to which the medical practice of the said Dr. Edel Marie Busch Haugstad shall be limited.

[No. F.32-48/64-MPT.]

S.O. 3701.—Whereas the Government of India in the Ministry of Health, has by notification No. F.16-15/61-MI, dated the 27th March, 1962, made in exercise of the powers conferred by sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), recognised the medical qualification "Licenciado en Medicina Cirugia" granted by the University of Valencia (Spain) for the purposes of the said Act;

Now, therefore, in exercise of the powers conferred by the proviso to sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956) the Central Government hereby specifies the period of two years with effect from the date of this order or so long as Dr. Pereda Ortiz de Zarate Amalia who possesses the said qualification, continues to work in the Nazareth Hospital, Shillong (Assam) to which she is attached for the time being for the purposes of teaching, research or charitable work, whichever is shorter, as the period to

which the medical practice of the said Dr. Pereda Ortiz de Zarate Amalia shall be limited.

[No. F.32-39/64-MPT.]

S.O. 3702.—Whereas the Government of India in the Ministry of Health has, by notification No. F.16-5/62-MI, dated the 23rd July, 1962, made, in exercise of the powers conferred by sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), recognised the medical qualification "M.D." granted by the University of Georgetown, Washington, United States of America, for the purposes of the said Act;

Now, therefore, in exercise of the powers conferred by the proviso to sub-section (1) of section 14 of the Indian Medical Council Act, 1956, the Central Government hereby specifies the period of two years with effect from the date of this order or so long as Dr. (Miss) E. Niedfield who possesses the said qualification, continues to work in the Kurji Holy Family Hospital, P.O. Sadaquat Ashram, Patna (Bihar), to which she is attached for the time being for the purposes of teaching, research or charitable work, whichever is shorter, as the period to which the medical practice of the said Dr. (Miss) E. Niedfield shall be limited.

[No. F.32-54/64-MPT.]

B. B. L. BHARADWAJ, Under Secy.

MINISTRY OF WORKS AND HOUSING

New Delhi, the 17th October 1964

S.O. 3703.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958), the Central Government hereby appoints the officers mentioned in column 1 of the table below, being gazetted officers of Government, to be estate officers for the purposes of the said Act who shall exercise the powers conferred, and perform the duties imposed, on estate officers by or under the said Act within the local limits of their respective jurisdiction in respect of the public premises specified in the corresponding entries in column 2 of the said table.

THE TABLE

Designation of officers	Categories of public premises and local limits of jurisdiction.
1	2
1. Narcotics Commissioner, Gwalior.	Premises under the administrative Control of Department of Revenue and Company Law situated within the local limits of his jurisdiction in the States of Uttar Pradesh, Madhya Pradesh and Rajasthan.
2. Collector of Central Excise, Kanpur.	Premises under the administrative control of Department of Revenue and Company Law situated within the local limits of his jurisdiction in the State of Uttar Pradesh.

[No. 32/26/64-Acc. II.]

H. S. JAIN, Under Secy.

MINISTRY OF REHABILITATION

(Office of the Chief Settlement Commissioner)

New Delhi, the 17th October 1964

S.O. 3704.—In exercise of the powers conferred by Sub-section (1) of Section 6 of the Administration of Evacuee Property, Act 1950 (XXXI of 1950) the Central Government hereby appoints for the State of Rajasthan, Shri Gulab L. Ajwani, Regional Settlement Commissioner, Jaipur as Custodian of Evacuee Property for the purpose of discharging the duties assigned to the Custodian by or under the said Act, with effect from 26th September, 1964 (afternoon).

[No. 5/10/ARG/61.]

KANWAR BAHADUR.

Settlement Commissioner (A) & Ex-Officio Dy. Secy.

DEPARTMENT OF SOCIAL SECURITY*New Delhi, the 16th October, 1964.*

S.O. 3705.—Whereas the Government of the State of Assam has, in pursuance of the powers conferred by clause (d) of sub-section (1) of section 10 of the Employees' State Insurance Act, 1948 (34 of 1948), nominated Dr. A. B. Roy, Director of Health Services, Assam, as a member of the Medical Benefit Council representing that Government;

Now, therefore, in pursuance of provisions of sub-section (1) of section 10 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Labour and Employment, No. S.O. 2501, dated the 30th July, 1962, namely:—

In the said notification, under the heading "Members" and under the sub-heading "[Nominated by the State Governments concerned under clause (d) of sub-section (1) of section 10]" in item 5, for the entries "Dr. B. L. Chowdhury", the entries "Dr. A. B. Roy" shall be substituted.

[No. F. 1/32/64-HI.]

S.O. 3706.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 2665, dated the 2nd November, 1961 namely:

In Schedule V to the said notification serial number 23 and the entries relating thereto shall be omitted.

[No. F. 6/141/59-HI.]

P. D. GAIHA, Under Secy.

New Delhi, the 12th October 1964

S.O. 3707.—In exercise of the powers conferred by section 87 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the Design Development Centre, All India Handicrafts Board, 43, Okhla Industrial Estate, New Delhi from all the provisions of the said Act except Chapter VA for a period of six months subject to the following condition, namely:—

The daily rated employees shall be brought on to regular establishment within the period aforesaid.

[File No. 6(48)/64-HI.]

S.O. 3708.—In exercise of the powers conferred by Section 87 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the Government Opium and Alkaloid Works, Gazipur from all the provisions of the said Act, except Chapter VA, for a further period of six months upto and including the 9th April, 1965 subject to the following conditions, namely:—

- (i) The casual workers shall be brought on to regular establishment within the period aforesaid.
- (ii) The number of seasonal workers shall be reduced as far as possible and shall not in any case exceed their present number of one hundred at a time.

[File No. 6(15)/64-HI.]

SHAH AZIZ AHMAD, Dy. Secy.

MINISTRY OF LABOUR & EMPLOYMENT*New Delhi, the 8th October, 1964*

S.O. 3709.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the West Jamuria Colliery of Messrs West Jamuria Coal Company Ltd. Post Office Sitarampur and their workmen which was received by the Central Government on the 5th October, 1964.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL; CALCUTTA.

REFERENCE NO. 14 OF 1963

PARTIES:

Employers in relation to the West Jamuria Colliery of Messrs West Jamuria Coal Co. Ltd.,

AND

Their workmen.

PRESENT:

Shri L. P. Dave.—*Presiding Officer.*

APPEARANCES:

On behalf of employers.—Shri K. B. Bose, Shri M. K. Mukherjee.

On behalf of workmen.—Shri D. L. Sen Gupta, Advocate, and Shri Deven Sen, (for Colliery Mazdoor Congress Bengal Hotel, Asansol).

Shri J. Pandey, (for Colliery Mazdoor Congress, Gorai Mansion, Asansol).

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD.

The Government of India, Ministry of Labour and Employment, by their order No. 6/24/63-LRII dated 20th September, 1963, have referred the industrial dispute existing between the employers in relation to the West Jamuria Colliery and their workmen in respect of the following matters for adjudication to this Tribunal. The matters referred for adjudication are:

1. Whether the management of Messrs West Jamuria Coal Company Limited were justified in closing down their West Jamuria Colliery from the 15th September, 1963, if so, what amount is each workman entitled to get as compensation.
2. In case the closing down of the Colliery is found to have been unjustified, what amount is each workman entitled to get as compensation.
2. In response to notices issued by the Tribunal written statements were filed on behalf of the workmen by two Unions both of which are known as Colliery Mazdoor Congress but which have offices at different places. The employers also have filed their written statement.
3. The present dispute relates.. to the West Jamuria Colliery which was admittedly closed down by the management from 15th September, 1963. This colliery belongs to West Jamuria Coal Co. Ltd., which also owns another colliery known as Akhalpur colliery. It may be noted at this stage that Akhalpur colliery has also since been closed down. Formerly Messrs Macneil and Barry Limited were the managing agents of this company. The managing agency ceased from 31st December, 1959, and from 1st January, 1960, the affairs of the company were being managed by a Board of Directors.
4. This colliery has four seams, Taltore, Ponihati, Koihee and Jamuria. Taltore seam is the bottom most seam. The Ponihati seam is just above this seam; the Koihee seam is above that and the Jamuria seam is the top most seam. It appears that the Taltore seam was developed over some area but working therein was discontinued in about 1958. The Ponihati seam has been fully worked out and there is no coal therein. Similarly, there appears to be no available coal in the Koihee seam also. The Jamuria seam however was being worked at the time of the closure of the colliery. The management closed down the working of the colliery on different grounds. I may at once say here that the stand taken by

them has not been quite consistent throughout. The fact however remains that they closed down the working of the colliery from September 1963 and this has given rise to the present dispute. The management have among other things alleged that they had to close down the colliery because of the exhausting coal and also because they found that they could not work it for reasons beyond their control. They have alleged that there were very bad roof conditions; that there was inundation of water; that gas was detected therein and because of all these conditions, they found the working of the colliery uneconomic and decided to close it down. On the other hand, the Union's case is that there were ample reserves of coal in the colliery; that they could have continued to work it and that their closure thereof is unjustified. They have further contended that in any case the colliery was closed not for reasons beyond the employers' control.

5. The first point for consideration therefore is whether the closure of the colliery was justified. Under Article 19(1) (g) of the Constitution of India, every citizen has a right to practice any profession or to carry on any occupation, trade or business. This right would include the right to close the business, to split it up, to sell it or to do whatever he liked with it. The employers have thus every right to close down their business and normally the labour cannot challenge that right.

6. There is a distinction between a closure and a retrenchment or a lockout. When one speaks of closure, it means that the entire business is completely closed down and no work is done there after the termination of the employment of the workmen. On the other hand, when there is a retrenchment, it means that the work is continuing but some workmen are found to be surplus to the requirements of the management and those extra workmen are discharged. In the case of a lockout, the employers close the place of business temporarily as against the closure of the business itself. In the case of a lockout, the place of business is closed temporarily and the action of the employers is with the intention of forcing the workers to certain terms. The employers have no intention of closing the business but they intend to continue it and to reorganise their activities as soon as that object has been achieved. It may be noted that closure implies the closure of the business and the termination of the services of all workmen as against retrenchment where termination is only of a particular workman or a number of workmen or a particular portion of workmen.

7. Whereas the employers' right to retrench a workman or workmen and also his right to declare a lockout may be challenged, it would not be ordinarily open to workmen to challenge the closure of the employers' business. No one can force an employer to continue his business. Usually a business is closed because of difficulties encountered by the employers and sometimes because of losses incurred by them; but even if there are no difficulties and even if there are no losses, an employer cannot be forced to run his business. Of course, if he closes his business, he may have to pay compensation as laid down in the Industrial Disputes Act, but the right to close the business cannot ordinarily be challenged. At best, all that could be challenged was that the alleged closure was a mere show and that the employers' intention was to restart the business later on. But to justify such a conclusion, very strong evidence would be necessary.

8. I may here refer to the decision of the Madras High Court in the case of Express Newspapers Employees Organisation Vs. Express News Papers, 1960 I LLJ 351. The High Court has observed at page 360 that under the fundamental rights guaranteed by the Constitution [Article 19(1)(g)], a man has a right to relinquish his business, to close down without being coerced to continue or to recommence, the right to transfer his business elsewhere, to sell, or split up his business into several subsidiary units. In this case, the High Court has also held (at page 364) that the motive of an employer in closing down his business cannot be canvassed. Both the closure and the motive actuating it are outside the purview of the Industrial Disputes Act (whereas a lockout is not). This case also discusses the difference between a closure and a lockout.

9. Before I come to the question of justifiability of the closure, I may first refer to an argument which was advanced on behalf of the Unions that the closure was not legal in that a necessary notice as required by regulation 6 of the Coal Mines Regulation 1957 was not given. Sub-regulation (1) thereof lays down *inter alia* that when it is intended to abandon a mine or seam or to discontinue working thereof for a period exceeding 60 days, the owner, agent or manager shall not less than 40 days before such abandonment or discontinuance, give to the Chief Inspector and the Regional Inspector a notice stating the reasons for the proposed abandonment or discontinuance and the number of persons likely to be affected thereby. It appears that the manager did send a notice to the Chief Inspector of

Mines on 7th August 1963 stating that he was giving, under Regulation 6 of the Coal Mines Regulation 1957, that notice of 40 days of the management's intention to close the mine and that the main reason of the closure was the exhausting condition of the mines. It was further stated that a notice in form I would be submitted in due course. It was contended that this notice was not a valid notice as required by the above Regulation as it was not in form I. It may be noted that a notice in form I has to be given under sub-regulation (3) after the working of a mine has been discontinued over a period exceeding 60 days within 7 days of the expiry of the said period. In other words, notice in form I has to be given not before the intention of closing a mine but within 7 days after the mine has actually been closed or abandoned. A notice under Regulation 6(1) has to be given at least 40 days before the discontinuance of the working of the mine and it is not required to be given in form I. Hence, the above notice cannot be said to be invalid on the ground that it was not in form I.

10. It was then contended that the notice under Regulation 6(1) has to be given not less than 40 days before the abandonment of a mine or discontinuance of the working thereof. The above notice was given on 7th August 1963. The mine was actually closed from 15th September 1963. It was thus not a notice of 40 days. This is true. But merely because the mine was closed before the expiry of 40 days of the notice given under Regulation 6(1) of the Coal Mines Regulation, 1957, it would not mean that the closure was not justified. So far as the workmen are concerned, they may at best be entitled to challenge the closure on the ground of want of bonafides or the like but they cannot do so on the ground that a proper notice to the authorities was not given. Supposing, in a case where the closure is bonafide and justified, a mine is closed before the expiry of 40 days of notice, it would not give any special right to the workmen. It might entitle the Mines Department to take action against the employers for a breach of Regulation 6(1); but it would not justify a Tribunal in holding that the closure was not justified.

11. So far as the workmen are concerned, they are given certain rights under Section 25 FFF of the Industrial Disputes Act, when an undertaking is closed. One of them is one month's notice or wages in lieu of notice. They are not concerned with the notice required under Coal Mines Regulations.

12. It was then contended on behalf of the Unions that the closure was not justified in that there was a large reserve of coal in the mines. It was also contended that the employers had taken different stands in regard to the reasons for closure and this also means that the closure was not justified. I am very doubtful whether I can consider the justifiability of the closure, i.e., whether justifiability would come within the purview of the Industrial Disputes Act.

13. As pointed out above, an employer has every right to close his business whenever he wants to do so. In the case of Express Newspapers referred to above (1960-I L.L.J. 351), the Madras High Court has held that the motive actuating an employer in closing down his business would be outside the purview of the Industrial Disputes Act. Section 25 FFF of the Industrial Disputes Act lays down that when an undertaking is closed down "for any reason whatsoever", workmen working in that undertaking will be entitled to notice and compensation as laid down therein. The use of the words "for any reason whatsoever" would mean that the Legislature did not want the Tribunal to go into justification of the reasons.

14. I may here refer to the Case of Hathising Manufacturing Co., Limited Vs. Union of India, 1960 II L.L.J. page 1. In this case, the Supreme Court has pointed out that there is a significant difference in the phraseology of Section 25 F and 25 FFF. Whereas Section 25F requires certain conditions to be fulfilled before retrenchment could be effected, Section 25 FFF merely imposes liability to give notice and to pay compensation on closure of an undertaking. It does not seek to make closure effective upon payment of wages in lieu of notice. An employer proposing to close his undertaking may serve notice of termination of employment and if he fails to do so, he would become liable to pay wages for the period of notice. The Supreme Court has pointed out the significance of the use of the words 'as if workmen had been retrenched' and held that the Legislature has not sought to place closure on the same footing as retrenchment, under Section 25F there is prohibition against retrenchment, until conditions prescribed by that section are fulfilled; but section 25 FFF does not prohibit termination of employment on closure without notice or paying wages in lieu of notice. Payment of compensation and payment of wages for the period of notice are not conditions precedent to the closure.

15. On the whole, I think that the question of justifiability of closure cannot be raised by the workmen and cannot fall within the purview of the Industrial Disputes Act, and an Industrial Tribunal cannot adjudicate upon it.

16. Assuming that I can do so, I now proceed to consider the question on merits. At the outset, I shall mention the grounds given by the employers for closure at different times.

17. In the written statement of the employers before this Tribunal, they have stated that the reserves left in the colliery were inadequate to permit raising of adequate quantities of coal. Then they have stated that it was not possible to work the area left in the Jamuria seam in the ordinary way without extraordinary efforts and without incurring extraordinary expenditure. They have then stated that part of the mine fell under the High Flood Level and much of the coal could not be worked out during monsoon and development and depillaring could not be simultaneously carried out. This was another distressing factor in the normal working of the mine and so it was entirely because of circumstances beyond the control of the management. They have further stated that the Coal Board had by a letter of 28th March 1962 laid down sequence of working in the Jamuria seam; that the productive capacity of the mine was estimated to be 3 years by the authorities in the year 1957. Lastly, they have said that the management had given notice to the Coal Board on 20th May 1963 of its intention of closing down the colliery. The Chief Inspector of Mines was also informed but neither of them objected to the closure and this shows that the authorities were satisfied about the justifiability of the proposed closure. The written statement of the employers then gives details contending that it was not possible to work the mine without incurring extraordinary expenditure. It also mentioned that it would have to suffer continuous loss and that it had already suffered a continuous huge loss for a long period. It is further mentioned that the expenditure was increasing and loss was mounting; that in the prevailing condition the colliery could not be worked economically; that the mine had been declared gassy; that flame proof apparatus was not available in India that it required high capital expenditure which would not be justified as a business proposition and this was one of the good reasons for closing the mine.

18. The Management have urged not only that the closure was justified but that it was on account of unavoidable circumstances beyond their control. They therefore urged that the workmen were not entitled to compensation exceeding three months' wages.

19. Section 25 FFF of the Industrial Disputes Act lays down that where an undertaking is closed down for any reason whatsoever, every workman who has been in continuous service for not less than one year in that undertaking immediately before such closure shall be entitled to notice and compensation in accordance with the provisions of section 25F, as if the workman had been retrenched. There is a proviso to this section which lays down that "where the undertaking is closed down on account of unavoidable circumstances beyond the control of the employer, the compensation to be paid to the workman shall not exceed his average pay for three months". Then there is an explanation to this proviso which says that "an undertaking which is closed down by reason merely of financial difficulties (including financial losses) shall not be deemed to have been closed down on account of unavoidable circumstances beyond the control of the employer within the meaning of the proviso".

20. The employers have contended that as they were forced to close down the colliery on account of unavoidable circumstances beyond their control, the workmen were entitled to compensation not exceeding their average pay for 3 months. On the other hand, the Unions contended that the closure was not justified; that the employers should have continued to run the colliery; that even if it was closed, the discharge of the workmen should have been on the principles of Section 25G of the Industrial Disputes Act, and for this purpose, the workmen in this colliery and the Akhalpur Colliery should have been pooled together. Lastly, it was contended that in any case this could not be said to be a closure for reasons beyond the control of the employer in as much as it was a closure because of financial difficulties only, and hence workmen should have been paid full compensation not limited to three months' pay.

21. In support of their case, the management have examined Shri M. K. Bose who is working as a Consulting Mining Engineer and Shri Lobo who was formerly working as a Manager in this colliery. Shri Lobo, it may be noted, is now working as the Manager of another colliery named Dhemo Main Colliery which is being worked by the same Managing Agents as the present colliery. Shri Bose also was formerly working as a Manager of this colliery and he is now working as a Consulting Mining Engineer for this colliery also. Both of them have described the

working conditions in the mine and stated that it was very difficult to work the mine and also that it would not be economic to run it. The management have also examined their Chief Accountant Jhunjhunwala who has produced the accounts to show that the colliery is working at a loss. On the other hand, the Unions have examined Shri Ghatak who is working as a Surveyor in this colliery. Naturally the evidence of Shri Bose, Shri Lobo and Shri Jhunjhunwala is the evidence of interested witnesses. Actually on certain respects their evidence does not inspire much confidence. Similarly, the evidence of Shri Ghatak also is not very inspiring. The Tribunal has examined Shri H. B. Ghose who is Deputy Chief Inspector of Mines as a Court witness. At the time of arguments both the management as well as the Unions placed great reliance on the evidence of Shri Ghose. Shri Ghose is an independent witness and holds a responsible post in the Mines Department. He has no axe to grind and has given his evidence irrespective of whether it helps the management or the labour. I place full reliance on his evidence and I would hold that the facts as stated by him are the true facts.

22. It would appear from his evidence that there is no available coal either in the Ponihati or the Koithee seams. It would however appear that there is available coal both in Tallore and Jamuria seams and that both the seams could be worked out. His evidence further shows that at the time when the colliery was closed, there was water in the seams; still the colliery could have been worked by using pumps. He has mentioned that there are quite a number of collieries where there is lot of water and which still work by using pumps. He has further said that roof conditions of this colliery were bad, but still it could have been worked with requisite support which would certainly have cost the management more money. He has frankly stated that he could not say whether it would have been economic or uneconomic to do so; but he also said that there are several other collieries with similar bad roof conditions which are still being worked. He has stated that the management could have worked with necessary machinery if they had prepared to spend for it and the colliery was capable of being worked. He has then said that some black damp was coming out from the Jamuria seam and that the roof conditions in Jamuria seam were also quite bad. He has then said that inflammable gas was detected in the mine in March 1963 and Safety lamps would have been required to be provided by the management to all workers working underground. He has further said that black damp is not innocent; that it replaces oxygen with the result that people may get killed for want of oxygen. He has said that there are other gassy mines in this area and all of them are using Safety lamps. He has then said that the conditions in this mine were the same for a number of years excepting for the detection of gas in 1963 and that except for the detection of gas the working conditions in 1963 were not much different from what they were between 1955 and 1960. Regarding black damp, he said that it could have been stopped by providing proper seals. The management had already provided seals to prevent black damp but they were not sufficient and the Mines Department had asked them to provide for sufficient seals.

23. The Unions questioned Shri Ghose on the question of gas suggesting that the gas was not much and that even if gas was detected in one area it did not mean that there would be gas in the entire areas. Shri Ghose stated that usual practice when gas was detected in any pannel was that the whole seam was declared gassy. We have to remember in this connection that so far as the management is concerned, they were bound by the directions that may be given to them by the Mines Department and they would not be concerned on the percentage of gas. In the present case, the Mines Department after detection of gas gave certain directions to the management and the management were therefore bound to carry out those directions whatever the percentage of gas detected was.

24. On the question whether safety lamps were available in India, Shri Ghose stated that they were easily available (as they were now being manufactured here) but the management would have to incur an expenditure of about Rs. 75,000/- to Rs. 80,000/- for purchasing safety lamps. The management questioned Shri Ghose on the question whether the working would be economic or not and he stated that he had not considered whether the mine could be worked on economic or uneconomic cost. He was also questioned regarding the letters written to the management by the Coal Board about sequences in which they were asked to work the colliery and he said that there would have been no difficulty in working the mine according to the sequences laid down by the Coal Board.

25. The management have produced the balance sheets of the company for the years 1960, 1961 and 1962. It appears that the company made a profit of nearly 5 lakhs in 1960 but made losses of nearly 6½ lakhs and 10½ lakhs respectively in the years 1961 and 1962. In my opinion, it was probably these losses which the colliery incurred which prompted them to close it.

26. The Management have not produced their accounts of earlier years. The mine must have been making good profits; otherwise, the new management would not have thought it fit to invest their money in it and to take over the mine.

27. The Management have not given any reasons why the colliery should start making losses, soon after the new management took over. This may be due to inefficiency or want of experience or want of proper supervision and control.

28. The first letter which they wrote regarding the closing of the work in the colliery is a letter of 23rd March 1963 which they wrote to the Regional Inspector of Mines. In that letter, they said that they had been asked by the Coal Board to develop the area known as pannels 3 and 4 before commencing depillaring; that the development had become extremely difficult due to the excessively bad condition of the roof. The letter goes on to mention that the management were afraid of continuing development as they apprehended unexpected danger from the untrustworthy roof and as such they intended to withdraw from the area for good and requested the Regional Inspector's opinion on the matter. The next letter in this connection is a letter written by the Company on 28th May 1963 to the Secretary of the Coal Board in which letter they mention that roof was very dangerous; that gas was detected therein and that with the changed mining conditions of the mine as gassy, it was beyond the control of the owners to work it any longer. They further mention that the Jamuria seam was also near exhaustion and would not permit raising of adequate quantities of coal as business proposition. It was further mentioned that they were getting constant trouble regarding grading of coal and it was impossible for them to continue work. In this letter they also mention that for these reasons the management had been compelled to take the painful decision of closing the mine and hoped that this would be approved by the Board. The last letter in this connection is a letter of 7th August 1963 written by the Manager to the Chief Inspector of Mines to which I have already referred giving 40 days notice of the intention to close the mine and the main reason for this was shown as the exhausting condition of the mine.

29. So far as the exhausting condition of the mine is concerned, from the evidence of Mr. Ghose it is clear that there is quite a large quantity of coal in the mine and it could not therefore be said that the mine had to be closed because of exhausting condition thereof. It is true that working of the mine may have required a large expenditure and the management may not have been prepared to incur that expenditure; probably they might have felt that it would involve them in losses and the expenditure would not be a good business proposition. In other words, I think that the ground of inadequacy of coal was not a correct ground for closing it but the real ground was that the management did not want to invest more funds and they felt that the working would involve them in further losses.

30. Similarly, on the ground of finding of gas also, I think that it could not be said to be a proper ground for closing the mine. In spite of detection of gas, the mine could be worked by using proper precautions. There are other mines in this area where gas has been detected and still those mines are being worked. On the other hand, the detection of gas would have required the management to incur a very heavy expenditure. The Coal Mines Regulations lays down several conditions for working a mine after it is declared gassy. In particular, reference may be made to regulations 130, 131, 133, 144, 145, 146, 149, 155, 156, 157, 158, 172, 173, 174 and 175. From the evidence of Shri Ghose, it would be clear that management would have required to spend at least Rs. 75,000/- for the purpose of safety lamps. In addition, they would have been required to incur recurring expenditure not only for the maintenance of the lamps but they would have required to incur expenditure by employing certain officers, etc. Again, detection of gas does not appear to be the real reason for closing the mine. The Management had already decided to do so, even before gas was detected; and are now putting forth this ground as an additional reason to justify the closure.

31. The management have also urged that they could not work the mine because of the sequences laid down by the Coal Board in their letter of 26th March 1962. In this letter, the Coal Board asked the management to work the mine in a particular sequence. It has been contended that this was not workable. From the evidence of Shri Ghose, however, it does appear that the sequence was workable. Actually, the management's own witness Shri Lobo has admitted in his deposition that the sequences laid down by the Coal Board was capable of being worked out. It may then be noted that the management did not write to the Coal Board pointing out that the sequences suggested by them was not workable. They did so only on 17th July 1963 long after they had decided to close the colliery. Even in the letter of 28th May 1963 which the management had written to the Coal Board mentioning that they had been compelled to take the decision of closing

the mines, they did not refer to this letter nor did they state that one of the grounds for closing the colliery was the unworkable sequences laid down by the Coal Board nor had they referred to it in the letters written on 23rd March 1963 and 7th August 1963 to the Regional Inspector of Mines and Chief Inspector of Mines respectively. The allegation therefore that the sequences was not workable and this was one of the grounds for the closure of the mines cannot be believed.

32. It has been said that the roof conditions were very bad and that there was inundation of water. Inundation of water in coal mines is a very common occurrence but that it does not stop working thereof. Water has to be pumped out and this could have been done here also. Bad conditions of roof also would not prevent the working of the colliery because the colliery could be worked by having adequate support to the roof. Other collieries have similar bad roof conditions and also have difficulties of water and still they are working. The working conditions in this colliery in 1963 at the time of the closure were practically the same as they were between 1955 to 1960 in the time of the predecessors of the present management except that there was a new addition of detection of gas. The predecessors were still able to work the colliery and had even made profits at least in 1960. When the management took over the colliery, they did so with open eyes. It could not be said that the working conditions had deteriorated for reasons beyond control. Working conditions, I might repeat, remained the same except for the detection of gas which did not make it unworkable but which only required more capital and recurring expenditure. Further, as I mentioned above, this was the real reason for closure.

33. The sum up, in my opinion, the management closed the colliery as they found that they were making losses and as they did not want to invest more money, as they may have felt that the additional investment may not help them. They also felt that there would be heavier losses in future because of heavier capital and recurring expenditure required. Even if the losses were due to inefficiency, the management would be justified in closing the mine to avoid future losses. In my opinion, it could not be said that the closure of the mine was not justified but I do think it could not be said that it was closed for reasons beyond the management's control.

34. Shri Bose relied on the case of Hathising Manufacturing Co. Ltd. above referred to (1960-II L.L.J. 1) in support of his contention that closure due to financial difficulties would amount to closure due to circumstances beyond the employers' control. The relevant point is discussed at page 10 of the above ruling. The Supreme Court has observed "Closure of an undertaking attributable merely to financial difficulties or accumulation of undisposed of stocks, is by the explanation, excluded from the benefit of restricted liability; but coupled with other circumstances, financial difficulties or accumulation of undisposed of stocks may justify the view that the closure is due to unavoidable circumstances beyond the control of the employer". The Supreme Court has not held that closure due to financial difficulties would necessarily be considered to be closure due to unavoidable circumstances beyond the control of the employers. All that it has observed is that if along with financial difficulties there are other circumstances, the view may be justified that closure was due to unavoidable circumstances beyond the control of the employers.

35. The Supreme Court has also observed that the jurisdiction of the Tribunal which may be called upon to ascertain whether in a given case, the closure was on account of circumstances beyond the control of the employer and whether on that account the employer was entitled to the benefit of the proviso to Section 25-FFF may be restricted; but it is not provided that in no case of financial difficulty coupled with other circumstances, the closure is to be regarded as due to unavoidable circumstances beyond the control of the employers. It is only where the closure is merely on account of financial difficulties that the closure is not to be deemed due to circumstances beyond the control of the employers. It has then gone on to observe that the state of financial difficulties may be temporary. It may be brought about by past management directly attributable to the employer or may even be deliberately brought about. The closure on account of financial difficulties is accordingly not necessarily the result of unavoidable circumstances beyond the control of the employer. It has also observed that the Tribunal will certainly be entitled to look into the causes which led to the financial losses and ascertain whether the closure was merely on account of financial losses or was on account of circumstances beyond the control of the employer, and in assessing this, the fact that the employer has suffered financial losses is not required by the Legislature to be excluded from consideration.

36. As I observed above, the closure in this case appears to me to be about almost entirely due to financial difficulties. Except for the finding of gas which was found after the employers had decided to close the mine and which was, therefore, not the real reason for the closing of the mine, there was no new circumstance which came about during the last two or three years which justified the closure. The colliery was formerly making profits and no reason has been given by the employers to show what were the reasons which brought about losses during the last two years. If a concern has been normally making profits, it would be for the employer to show that subsequent losses were due to reasons beyond his control and not due to inefficiency or the like. In my opinion, the above case does not help the employers.

37. As I said above, the closure is entirely due to financial difficulties and financial losses. I might repeat that the working condition at the time of closure were practically the same as they were before for several years and if the colliery was capable of being worked out earlier, it is also therefore capable of being worked out in 1963. Coal had not been exhausted but probably raising of coal might have involved the colliery in further losses. Similarly, detection of gas would have put the employer to spend more money and might have put in further financial losses. Actually, the burden of the song of the employers in the written statement has been that it was not possible to work the colliery without extraordinary effort and without incurring extraordinary expenditure and the company would have suffered continuous losses as it had already done in the past. In the explanation to the proviso to Sec. 25-FFF, closing down of an undertaking by reason of merely financial difficulties including financial losses cannot be deemed to be a closure on account of unavoidable circumstances beyond control of the employer. That being so, the case is not governed by this explanation, but by the main part of the Section under which the employer is bound to pay to every workman who has been in continuous service for not less than one year in the colliery immediately before closure compensation in accordance with the provision of Section 25F of the Act.

38. I now come to the Union's contention that the case is governed by Section 25G of the Industrial Disputes Act. Shri Sen Gupta, on behalf of the workmen contended that the principle of last come first go should be followed and in doing so the workmen of this colliery and the Akhalpur Colliery should be taken into account together. He contended that the two collieries should be taken to be one establishment and therefore persons working in this colliery who were senior to persons working in the Akhalpur Colliery should have been retained; while juniors even though they might be working in the Akhalpur colliery should have been retrenched if there were people senior to them in this colliery. In this connection, he referred to the case of Associated Cement Company Limited and their workmen 1960 I L.L.J. page 1 and specially the remarks at pages 12 and 13. It was a case where clause (3) of Section 25 E of the Industrial Disputes Act was to be interpreted. That clause lays down that no compensation would be payable to a workman, who has been laid off, if such laying off is due to a strike or slowing down of production on the part of workmen in another part of the establishment. In that case, the Company was running a cement factory, raw materials for which were supplied by a limestone quarry owned by the same company and which was situated about a mile and a half from the cement factory. The management was maintaining one common account and the final authority on the spot in respect of the quarry as also in respect of other departments of the factory was the Manager. The members of the staff used to be transferred from the quarry to the factory and vice-versa. The evidence also showed unity of purpose and functional integrity between the quarry and the factory. On all this evidence and on other evidence on record, the Supreme Court held that the Cement factory and the Lime Stone quarry constituted one establishment within the meaning of Section 25E of the Industrial Disputes Act.

39. In the present case, it is true that the two collieries are owned by the same owner and also that workers of the one are liable to be transferred to the other. The management however is maintaining separate accounts for the two collieries; final authority on the spot in respect of each colliery rests on the respective managers; that is, the final authority on the spot is not the same. There is no unity of purpose nor functional integrity; the working of the one is not inter dependant on the other. In the circumstances, I do not think that the two collieries can be said to form one establishment.

40. Apart from this, I think that even if the two collieries were constituted as one establishment for the purpose of Section 25 E of the Industrial Disputes Act, it would not mean that they can be said to be the same undertaking for the purpose of Section 25FFF. Actually, as I pointed above, there is a difference between lay-

off or retrenchment on the one hand and closing down on the other. Section 25 FFF relates to the closing down of an undertaking and if one particular undertaking is closed down, all workers working therein would lose their jobs irrespective of the fact that they are junior workers in a colliery of the same ownership. It is not a case of retrenchment but of closure.

41. I have already pointed out the difference between a retrenchment and a closure. This is not a case of retrenchment but this is a case of closure. This is not a case where only some people are said to be retrenched on the ground that there is no work for those workmen but this is a case of closure of the entire undertaking. That being so, Section 25G is not applicable and the question, therefore, whether the workmen working in the Akhalpur colliery who may have put in less service than workmen in this colliery should have been retrenched does not arise. This is a case where the West Jamuria colliery was closed and therefore all workmen working in that colliery would have to be discharged after giving compensation to them as laid down under Section 25 FFF. Incidentally, I may mention here that Akhalpur colliery has also since been closed down and the question whether those workers of this colliery who had more service than the workers of the Akhalpur colliery should have been discharged first is more or less of academic importance.

42. On the whole, after giving very careful consideration to the facts of the case and after going through the entire evidence and circumstances, I am of the view that the closure of the colliery was justified but that all the workers who were working in the colliery on 15th September 1963 and who had then put in continuous service for not less than one year should be paid compensation equivalent to 15 days' average pay for every completed year of service or any part thereof in excess of 6 months, less compensation, if any paid to them. They should also be paid pay for one month from 15th September 1963 (for notice period) less what they may have been paid for any portion of this period.

43. Regarding costs, I think that the employer must pay costs to the Unions because they have raised a plea that the closure was for reasons beyond their control which plea is found to be not tenable. The workmen have been represented by two Unions but it was the Colliery Mazdoor Congress, Bengal Hotel, Asansol, which have really fought the present dispute at least before this Tribunal. The other Union did appear and file a written statement but their representative was not present on all days and did not take a very active interest in the proceedings. I would, therefore, award Rs. 250/- as costs to the first Union (Bengal Hotel, Asansol) and Rs. 50/- to the second Union (Gorai Mansion, Asansol). The employers shall pay costs like this to the two Unions and bear their own costs.

I pass my award accordingly.

Dated, 30th September 1964:

(Sd.) L. P. DAVE, Presiding Officer.

[No. 6/24/63-LRII.]

S.O. 3710.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Chatrishganda Colliery, Post Office Pandabeswar, District Burdwan, West Bengal and their workmen which was received by the Central Government on the 5th October 1964.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL: CALCUTTA

REFERENCE NO. 35 OF 1964

PARTIES:

Employers in relation to the
Chatrishganda Colliery, and
Their workmen.

PRESENT:

Shri L. P. DAVE—*Presiding Officer.*

APPEARANCES:

On behalf of employers—Shri R. Ramachandran, Group Labour Officer.
On behalf of workmen—Shri Patit Paban Pathak, An officer of A.I.T.U.C.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

The Government of India, Ministry of Labour and Employment, by their order No. 6/33/64-LRII dated 1st July 1964, have referred the industrial dispute existing between the employers in relation to the Chatrishgenda Colliery and their workmen in respect of the question whether the management was justified in refusing employment to Shri Mozamil Khan with effect from 2nd March 1964 and whether its order dated 23rd March 1964 informing him that he had lost his lien on his appointment was justified and if not, to what relief he was entitled, for adjudication to this Tribunal.

2. In response to notices issued by the Tribunal, the parties filed their written statements, putting forth their respective contentions. The workmen represented by the Colliery Mazdoor Sabha (hereafter referred to as the Union) have, by their written statement, contended *inter alia* that the management were depriving the workmen of their legitimate dues; that all attempts by the workmen to organise themselves were nipped in bud; that ultimately the workmen formed a union of the Colliery Mazdoor Sabha in late 1963; that Mozamil Khan was the Vice-President thereof and was also their Assistant Secretary of the Union's Samla Colliery branch; that he was a timber mazdoor; that he fell ill; that under the advice of the Medical Officer of the Regional Hospital at Kalla, he was given light work as Roller Mazdoor in June 1963 that on 2nd March 1964 he was chargesheeted and was simultaneously refused work; that as the management could not have established their false allegations as per charge sheet of 2nd March 1964, they came out with a belated plea of absence without permission; that the workmen submitted his replies and also sent letters to the management but all efforts failed to produce any result; that the action of the management was illegal, *malafide* and against all principles of natural justice and there was ulterior motive of victimisation of the workman for his Trade Union activities. The Union, therefore, prayed that the action of the management in refusing employment and forfeiting the lien of his service should be declared to be illegal and unjustified and the workman concerned should be reinstated with full compensation for the period of his forced unemployment.

3. The employers by their written statement contended *inter alia* that the present reference arises out of an individual dispute and has not been supported by a substantial number of workmen and as such is outside the purview of the Industrial Disputes Act; that the Colliery Mazdoor Sabha does not function at the colliery; that it has no backing from labour; hence the reference is liable to be dismissed summarily that Mozamil Khan was working as Timber Mazdoor from 8th June 1955; that sometime during the middle of 1963 he was given various light work on compassionate ground arising out of his indifferent health; that it was found necessary to engage a Timber Mazdoor and hence he was asked on 2nd March 1964 to go back to his substantive post of Timber Mazdoor which he refused to do and remained absent on and from that day; that he was informed in writing about this and was asked to join his duties immediately; that it was found that he was not willing to do so and hence he was informed that as he refused to go back to his substantive post, he had lost his lien thereon; that he was accordingly placed on the badli list; that the refusal to carry out the orders of the management is serious mis-conduct on his part and the management could have chargesheeted him but instead they only placed him in the badli list; that a chargesheet had been issued to him on 2nd March 1964 to which he had given a reply; but this chargesheet and the reply are wholly irrelevant for the purpose of the present reference; that the management replied to the letters written by the workman; that while the matter was *subjudice*, the workman took law in his own hands and did several violent and overt acts disturbing the peace; that for this criminal cases have been started against him by the police; that the various allegations made by the Union are untrue; that the management's action should be held justified.

4. The facts of the case are few and simple. The dispute relates to a workman named Mozamil Khan who was working as a Prop. Mazdoor (Timber Mazdoor) from June 1955. He fell ill in 1963 and was sent to the Kalla hospital. When that hospital discharged him, the hospital authorities recommended that he should be given light work. On this he was given light work and was doing light work till 2nd March 1964 on which day he was asked to go back to his original post of Timber Mazdoor and to do that work. He declined to do so. The management urged that he did not carry out the orders transferring him to his original post and remained absent and hence he lost his lien on that post and so he was put on the badli list. On the other hand, the Union's case is that the Medical authorities had recommended that this workman should be given light work because of his

health and the management were not justified in ordering him to go back to his original post without having first obtaining medical opinion whether he was fit for that work or not. The Union also contends that in any case the management could not terminate his lien without issuing a chargesheet or without holding any enquiry. They further urge that action was taken against the workman because of his Trade Union activities.

5. The management have raised a preliminary point and it is that this is an individual dispute, not supported by a number of workmen and that the Colliery Mazdoor Sabha is not functioning in this colliery and was not competent to take up this dispute. In this connection, the Union has examined Shri Robin Chatterjee who is the Vice-President of the Colliery Mazdoor Sabha. He has stated that they started a branch in this colliery in about November 1963 and that about 262 workers joined their Union almost immediately after it was formed. He has further stated that they maintain a Register of the members and he has produced it and he had also produced it before the Conciliation Officer. The workman concerned in the dispute namely Mozamil Khan has also stated that about 250 workers of the colliery had joined this Union as soon as it was formed and that there are about 500 to 600 workmen working in the colliery. On the other hand, the management's only witness Shri B. K. Bhattacharjee who is the Assistant Manager of the colliery has admitted that the Colliery Mazdoor Sabha started functioning in their colliery from about January 1964. It may be noted that the present dispute arose on 2nd March 1964 and that would mean that this Union had already been formed in this colliery at least two months before this. Shri Bhattacharjee has also stated that there are other Unions functioning in this colliery. He has however no idea as to how many workers are members of the Colliery Mazdoor Sabha or of the other two Unions. From his statement that the Colliery Mazdoor Sabha is working in the colliery at least from January 1964 and from the evidence of Shri Chatterjee and the Register produced by him, I am satisfied that the Colliery Mazdoor Sabha is functioning in this colliery from before the arising of the present dispute and that it represents a substantial number of workmen working therein and that this Union took up the matter before the Conciliation Officer which ultimately resulted in the present reference being made by the Government. It is thus an industrial dispute having been taken up by a Union having a substantial number of members. I therefore negative the preliminary objection.

6. Shri Ramachandran, who appeared for the Colliery, referred me to a letter which was received by this Tribunal purporting to have been sent by certain workers of this colliery stating that they had no faith in the Colliery Mazdoor Sabha, and that they were members of the other two Unions and that it would not be proper for the Tribunal to look into the matter at the instance of the Colliery Mazdoor Sabha. In the first instance, I do not know how Shri Ramachandran came to know about this letter. Apart from this, no worker has come to give evidence in support of it and it would not be proper to rely on a letter of this type. The letter is not proved and the other side has no opportunity to cross-examine the persons who sent this application. Unless the Union got this opportunity, the allegations made in the application cannot be accepted. It may also be noted that even if the members of the other Unions do not support the present reference, that would not make it bad. The Colliery Mazdoor Sabha, which has a substantial number of workers of the Colliery as their members, has taken up the matter and they have a right to do so and if because of this Government had thought it fit to make a reference, I do not think it can be considered bad.

7. Coming to the merits of the case, it is, as I said, an admitted fact that this workman was originally working as underground Timber Mazdur. In 1963 he fell ill and was sent to the Kalla hospital and the Kalla hospital authorities recommended that he should be given light work and he was thereafter given light work of a Roller Oiler. In effect, this is the evidence of the workman concerned. As against this, the only witness examined by the management is the Asstt. Manager who admits the broad fact that this man was working as a Timber Mazdur; that he fell ill; that he was sent by the Medical Officer to the Kalla hospital; and after he returned he has been given light work of a Roller Oiler. He however said that he does not know how he was given light work and that he did not know whether it was a result of medical opinion. He also said that he did not know whether the Medical Officer made any report to the Manager or not and that he has not seen any records of the colliery or the Medical Officer. In view of this, the evidence of the workman concerned remains unchallenged. The evidence of the Assistant Manager cannot be said to contradict it. Actually, it was the duty of the employers to have examined either the Manager or the Medical Officer of their colliery and or to have produced the medical report. They have not done so. In the written statement, the employers have admitted that the workman was given light work on compassionate ground arising out of

his indifferent health. I therefore hold that this workman was given light work as a result of medical opinion.

8. The workman did this light work for nine to ten months till 2nd March 1964 when he was asked to go to his original job of a Timber Mazdur. Admittedly, he was not sent to the Medical Officer nor was any medical opinion sought by the Manager before this. It was however contended on behalf of the management that they were not bound to give only light work to him. It may be that the management may not be bound to give light job to a workman if he is not found fit to do heavier work. Here, however, it is not a case where a dispute had arisen at the time when the man was found not fit for heavy work and wanted light work. At that stage, they may not have been bound to do so; and if they had refused to do so at that stage, it may be that their action might have been held justified. Here however the management did give him light work and he continued to do that work for nine or ten months. Having once given him light work, I do not think that they could ask him to do heavier job without first obtaining medical opinion. The workman has stated in the clear words that he is prepared to do such work as the Medical Officer may find him fit for. In other words, it is not a case where the man was unwilling to do heavier work on flimsy grounds but he was not willing to do because of medical opinion.

9. I may also mention that the manager's action in asking him to do the heavy work of a Timber Mazdur does not appear to be *bonafide*. No reasons are given as to why all on a sudden they thought of shifting him back to his original job after allowing him to do light work for over nine months and that too, as I said above, without obtaining medical opinion. In this connection, it has to be remembered that a branch of the Colliery Mazdur Sabha was formed in this colliery in about November 1963. This workman not only joined it but appears to have been taking a leading part therein. I feel that it was probably because of his Trade Union activities that this action was taken against him. It may also be noted here that on the very day on which he was ordered to go to his original job of a Timber Mazdur, he was also served with a chargesheet mentioning that he was not found on duty during the night shift of 27th February 1964 and "moreover you have been negligent towards your duty". He replied to this chargesheet on 3rd March 1964 denying the allegations. But, curiously enough, no further action was taken against him in respect of this chargesheet. Even no enquiry was held. In other words, it appears that the management wanted to harass this man. They therefore issued a chargesheet to him and also ordered him to go back to his original job.

10. On 6th March 1964, the workman wrote a letter to the Manager stating that he was being harassed from 2nd March 1964; that he was going to his work everyday and that he was given work after much persuasion; but that on 6th March 1964 he was stopped from doing work illegally. It is important to note here that in this letter the workman has specifically stated that he was being harassed and illegal action was being taken against him because of his active participation in the workers' union, that is, Colliery Mazdur Sabha and that the manager had repeatedly asked him to give up his membership of the Union and that this he did not do and that is the reason of the manager's annoyance against him. On 7th March 1964, the manager wrote a letter to him stating that he was absenting himself from duty on and from 2nd March 1964 without permission; that this was serious misconduct and he was directed to join his duty immediately failing which disciplinary action would be taken against him. The workman replied to this letter on 9th March 1964 in which he referred to his earlier letter of 6th March 1964 and said that he was going to his duty everyday but was not allowed to work. The manager replied to this on 10th March 1964 denying that he was refused work and advising him to join his duties immediately. It was further mentioned that the letter of 6th March 1964 had not been received. On 11th March 1964 a reply was sent to the letter of 6th March 1964. Probably the letter of 6th March 1964 reached the management after they wrote the letter of 10th March 1964. By this letter of 11th March 1964, the management said that they had already replied to the allegations made by him and that he should carry out the instructions and that if he failed to join his duty, he would be liable for disciplinary action. On 21st March 1964 another letter was written by the management after referring to the earlier letter of 11th March 1964, the management stated that the worker had no intention of joining his duties as Prop Mazdur; that on compassionate ground arising out of indifferent health the management had found it possible to post him as a temporary measure in a light job; that this was only a temporary change that it was found necessary to engage another Timber Mazdur and he had been asked to go back to his substantive post; that as he had refused to do so, it was held that he was absenting himself without permission. The letter further mentioned that in case there was a vacancy for

Roller Oiling Mazdur, he would be considered for that vacancy and would be paid wages for that category as a badli worker and that as he had already absented himself for more than 10 days, he had lost his lien on his appointment.

11. At this stage, I may mention that the management have not produced any evidence to show that the posting of this workman as a Roller Oiler Mazdur was on a temporary basis and it could not, therefore, be said that they could at any time send him back to his original job. Further, as I mentioned above, they took the action without taking medical opinion and only because of his Trade Union activities. Apart from this, I do not think that the management could summarily dismiss him as they appear to have done. Of course, they do not say that he has been dismissed. All that they say is that he has lost his lien on his appointment and he has been put on the badli list. This is only quibbling in words. In effect, he has lost his appointment, and that means that he has been dismissed. No other meaning could be attached to his having lost his lien. In other words, he was dismissed without any chargesheet or without any enquiry and this was illegal. In more letters than one, the management informed the worker that disciplinary action would have to be taken against him if he remained absent. But they did not issue any chargesheet or held an enquiry; but by their letter of 21st March 1964 they said that he had lost his lien on his appointment and this was done without any enquiry or without giving any opportunity to the workman to defend himself.

12. It was argued that no enquiry was necessary because on the admitted facts disciplinary action could be taken against the workman and he could be dismissed. I do not agree with this. The workman could have shown, if an opportunity was given to him; that his posting as Roller Oiler was not temporary but was of a permanent type and that he was entitled to hold that post as of right. He could also have produced medical evidence to show whether he was fit for the post of Timber Mazdur or not.

13. A reference has been made in the written statement about some criminal cases against the workman. These cases are in respect of acts said to have been done by him after the action complained of in this reference. Further these cases are still pending and the allegations made therein may or may not be proved. In any case, the point referred to me is about action taken by the management in March 1964 and subsequent conduct of the workman cannot be said to justify this action. Of course, it would be open to management to take action in respect of the subsequent acts of the workman, if they amount to misconduct and are held proved.

14. On the whole, I hold that the action of the management was not justified on merits. It was illegal and was taken to victimise the workman for his Trade Union activities. I would therefore order that the workman should be treated to be continuing in employment from 2nd March 1964 and should be paid his wages and other benefits for the entire period. He should also be allowed to work in the post of Roller Oiler and should be paid the same wages as he was being paid before 2nd March 1964. This order is without prejudice to the management's right to take further action after medical examination or to take action in respect of any subsequent misconduct of the workman. The management shall pay Rs. 100 as costs to the Union.

I pass my award accordingly.

Dated, 28th September, 1964.

(Sd.) L. P. DAVE,
Presiding Officer.

[No. 6/33/64-LR.II.]

New Delhi, the 12th October 1964

S.O. 3711.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Parbela Colliery of Messrs Bengal Coal Company Limited, Post Office Dishergarh, Burdwan, and their workmen, which was received by the Central Government on the 8th October, 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

In the matter of a Reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 (XIV of 1947).

REFERENCE No. 30 OF 1963.

PARTIES :

Employers in relation to the Parbella Colliery of Messrs. Bengal Coal Company Limited, Post Office Dishergarh, Burdwan.

AND

Their workmen.

PRESENT :

Sri Raj Kishore Prasad, M.A.,B.L., Presiding Officer.

APPEARANCES :

For the Employers: Sri D. Narsingh, Advocate, with Sri B. P. Kabi, Security Officer.

For the workmen: Sri N. Roy, Advocate, with Sri Keshab Banerjee, Colliery Mazdoor Union.

STATE: West Bengal.

INDUSTRY: Coal.

Dhanbad, dated the 26th September, 1964

AWARD

Ministry of Labour & Employment, Government of India, by its order No. 6/6/63-LHII, dated 16th April 1963, referred under Section 10(1)(d) of the Industrial Disputes Act 1947, for adjudication to this Tribunal, an industrial dispute existing between the employers in relation to the Parbella Colliery of Messrs. Bengal Coal Company Limited and their workmen in respect of the matter specified below.

SCHEDULE

"Whether the dismissal of Shri Baru Mahato with effect from the 20th July 1962, by the management of the Parbella Colliery was legal and justified? If not, to what relief is he entitled?"

2. On 26th September 1964 when the case was taken up for hearing the management was represented by Sri D. Narsingh, Advocate, and Sri B. P. Kabi, Security Officer and the workmen were represented by Sarvashree N. Roy, Advocate, and Keshab Banerjee, General Secretary, Colliery Mazdoor Union. Both the parties filed a joint petition of compromise, signed by the aforesaid persons, setting out their terms of agreement and jointly prayed that an award in terms of the said compromise be made.

3. I have read the terms of the compromise and find that they are quite fair and reasonable and in the interest of both parties and, therefore, I accept the same and record the compromise.

4. The result, therefore, is that the reference is disposed of in terms of the compromise dated 26th September 1964, which is marked Annexure 'A' and an award in terms of it is passed and the said compromise is made a part of the award.

5. This is the award which I make and submit to the Government of India, under Section 15 of the Act.

Sd./- RAJ KISHORE PRASAD,

Presiding Officer,

Central Govt. Industrial Tribunal, Dhanbad.

DHANBAD;

26th September, 1964

ANNEXURE A.

BEFORE THE HON'BLE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
DHANBAD

REFERENCE NO. 30 OF 1963

PARTIES:

Management of Parbelia Colliery,

AND

Their workmen, represented by Colliery Mazdoor Union.

PETITION OF COMPROMISE

The parties aforesaid most respectfully beg to submit as under:—

1. that the parties have settled the dispute in the reference on terms hereinafter stated:

(a) the management, in full and final settlement of all the claims of Shri Baro Mahato, the concerned workman against it, shall pay to him the sum of Rs. 1,200/- (Rupees One thousand and two hundred only).

(b) Besides the above amount, the management shall also pay to said Shri Baro Mahato all his earned wages and other dues arising out of his service till the date of the termination of his service.

(c) Shri Baro Mahato shall be deemed to have been retrenched as on 20th July 1962.

(d) The workmen have no other claim against the management arising out of the present reference.

(e) The said payment of Rs. 1,200/- shall be made by the management within a week from the date of this settlement, provided Shri Baro Mahato hands over the vacant possession of the Colliery quarter if he is occupying any, within the said period.

(f) Parties shall bear their own costs.

2. The Parties pray that this Hon'ble Tribunal may be graciously pleased to give its award in terms of this settlement.

And for this the parties shall, as in duty bound ever pray.

Sd./-N. Roy,

Advocate.

26-9-62.

Sd./-KESHAB BANARJEE,

Genl. Secretary.

Colliery Mazdoor Union,

For the Workmen.

26-9-62.

Sd./- NARSINGH,

Advocate.

26-9-62.

Sd./-B. P. KABI,

Security Officer,

For the management.

26-9-62.

Dated, September 26, 1964.

[No. 6/6/63-LRII.]

New Delhi, the 17th October 1964

S.O. 3712.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Parbelia Colliery of Messrs. Bengal Coal Company Limited, Post Office Dishergarh, District Burdwan (West Bengal), and their workmen, which was received by the Central Government on the 8th October, 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

In the matter of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 (XIV of 1947).

REFERENCE No. 1 OF 1963

Employers in relation to Parbelia Colliery of Messrs Bengal Coal Company Limited, Post Office Dishergarh, District Burdwan, West Bengal.

AND

Their workmen.

PRESENT:

Shri Raj Kishore Prasad, M.A., B.L., Presiding Officer.

APPEARANCES:

For the Employers: Sri D. Narsingh, Advocate and Sri B. P. Kabi.

For the Workmen: Sarvashree N. Roy, Advocate and Keshav Banerjee, Colliery Mazdoor Union.

STATE: West Bengal.

INDUSTRY: Coal.

Dhanbad, dated the 26th September, 1964

AWARD

Ministry of Labour & Employment, Government of India, by its Order No. 6/15/62-LRII, dated 24th December 1962, referred under Section 10(1)(d) of the Industrial Disputes Act, for adjudication to this Tribunal, an industrial dispute existing between the employers in relation to the Parbelia Colliery of Messrs. Bengal Coal Company Limited and their workmen in respect of the matter specified below.

SCHEDULE

"Whether the management of Parbelia Colliery was justified in dismissing Mouji Mahato, Wagon Loader, with effect from the 5th October 1962? If not, to what relief is the workman entitled?"

2. On 26th September 1964 both the parties were represented before this Tribunal. Sri D. Narsingh, Advocate, with Sri B. P. Kabi, Security Officer, appeared for the management and Sarvashree N. Roy, Advocate, and Keshav Banerjee, General Secretary, Colliery Mazdoor Union, appeared for the workman concerned.

3. Both the parties filed a joint petition of compromise signed by the aforesaid persons, setting out the terms of their mutual agreement and jointly prayed that an award in terms of the said compromise be made.

4. I have read the terms of the compromise and find that they are quite fair and reasonable and in the interest of both parties and, therefore, I accept the same and record the compromise.

5. The result, therefore, is that the reference is disposed of in terms of the compromise dated 26th September 1964, which is marked Annexure 'A', and made a part of the award which is made in terms of the said compromise.

6. This is the award which I make and submit to the Central Government under Section 15 of the Act.

DHANBAD;

The 26th September, 1964.

(Sd.) RAJ KISHORE PRASAD.

Presiding Officer,
Central Government Industrial Tribunal,
Dhanbad.

ANNEXURE 'A'

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

REFERENCE No. 1 OF 1963

PARTIES:

Employers in relation to the Parbelia Colliery

AND

Their workmen, represented by Colliery Mazdoor Union.

PETITION OF COMPROMISE

The parties aforesaid most respectfully beg to submit as under:—

1. that the parties have settled the dispute in the reference on terms hereinafter stated—

- (a) the management shall, in full and final settlement of all the claims of Shri Mouji Mahato, the workman concerned against the management, pay to him the sum of Rs. 650/- (Rupees six hundred and fifty only).
- (b) Besides the above amount, the management shall also pay to said Shri Mouji Mahato all his earned wages and other dues arising out of his service till the date of the termination of his service.
- (c) Shri Mouji Mahato shall be deemed to have been retrenched as on 5th October 1962.
- (d) The workmen have no other claim against the management arising out of the present reference.
- (e) The said payment of Rs. 650/- shall be made by the management within a week from the date of this settlement provided Shri Mouji Mahato hands over the vacant possession of the Colliery quarter if he is occupying any, within the said period.
- (f) Parties shall bear their own costs.

2. The parties pray that this Hon'ble Tribunal may be graciously pleased to give its award in terms of this settlement.

And for this the parties shall, as in duty bound, ever pray.

Sd./- N. Roy,

26-9-1964,

Advocate.

Sd./- D. NARSINGH,

26-9-1964,

Advocate.

Sd./- KESHAB BANERJEE,

26-9-1964,

Genl. Secretary.

Colliery Mazdoor Union,

for the Workmen.

Sd./- B. P. KASBI,

26-9-1964,

Security Officer,

for the Management.

Sd./- RAJ KISHORE PRASAD,

Presiding Officer,

Central Government Industrial Tribunal,

Dhanbad.

Dated, September 26, 1964.

[No. 6/15/62-LR11.]

ORDERS

New Delhi, the 12th October, 1964.

S.O. 3713.—Whereas an industrial dispute exists between the employers in relation to the National Coal Development Corporation Limited, Darbhanga House, Ranchi (Bihar) and their workmen represented by the Madhya Pradesh Colliery Workers' Federation, Post Office Kurasia Colliery, District Surguja (Madhya Pradesh), in respect of the matters set forth in the application and reproduced in the Schedule hereto annexed;

And, whereas the parties to the said dispute have jointly applied to the Central Government for reference of the said dispute to a Tribunal:

And, whereas the Central Government is satisfied that the persons applying for the reference of the said dispute to a Tribunal represent the majority of each party to the said dispute;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

SCHEDULE
FORM A

[See Rule 3 of the Industrial Disputes (Central) Rules 1947]

Application for the reference of an industrial dispute to a Tribunal under section 10(2) of the Industrial Disputes Act, 1947.

Whereas an industrial dispute exists between the Management of the National Coal Development Corporation Ltd. Darbhanga House, Ranchi (Bihar) and the Madhya Pradesh Colliery Workers' Federation, P.O. Kurasia Colliery, Dist. Surguja (M.P.) and it is expedient that the dispute specified in the enclosed statement should be referred for adjudication by a Tribunal an application is hereby made under Section 10(2) of the Industrial Dispute Act, 1947 that the said dispute should be referred to a tribunal.

A statement giving the particulars required under Rule 3 of the Industrial Disputes (Central) Rules, 1947 is attached.

N). DGM-P/Cadre scheme/Mining Staff/64.

Dated 30th July, 1964.

Sd./- V. PANDEY,
President,
M.P. Colliery Workers Federation.

Sd./- B. L. WADEHRA,
Chief Personnel Officer,
National Coal Development
Corporation Ltd.,
Darbhanga House, Ranchi (Bihar).

Sd./- GULAB GUPTA,
General Secretary,
M.P. Colliery Workers
Federation, P.O. Kurasia
Colliery, Dist. Surguja (M.P.)

To

The Secretary to the
Government of India
Ministry of Labour &
Employment, New Delhi.

Statement required under rule 3 of the Industrial Disputes (Central) Rules 1947 to accompany the Form of application prescribed under sub-section (2) of Section 10 of the Industrial Disputes Act, 1947.

(a) Parties to the dispute
including the name and
address of the establish-
ment or undertaking involved.

1. National Coal Development Corporation Ltd., Darbhanga House, Ranchi (Bihar) in so far as its collieries located in the State of Madhya Pradesh are concerned.
2. The Madhya Pradesh Colliery Workers' Federation, P.O. Kurasia Colliery, Dist. Surguja (M.P.),

(b) Specific matter in dispute;

Whether by the introduction of the Cadre Scheme for the Mining Subordinate staff in the Madhya Pradesh collieries of National Coal Development Corporation Limited the incumbants holding the posts of Ventilation Assistant, Overman Senior Overman, Jr. Overman prior to the introduction of the said scheme have in any way suffered in status or scales and if so, relief?

(c) Total number of workmen employed in the undertaking affected.

11281 in the following collieries of N.C.D.C. Ltd., to which the dispute relates:—

1. Bisrampur
2. Korea
3. Duman Hill-Sonawani
4. Churcha
5. Katkona
6. Kurasia
7. Jamuna
8. Bijuri
9. Korba
10. Banki
11. Surakachhar
12. Singrauli
13. Pathakhara.

(d) Estimated number of workmen affected or likely to be affected by the dispute.

20

(e) Efforts made by the parties themselves to adjust the dispute.

The matter was negotiated and discussed between the two parties.

Sd./- V. PANDEY,

President,

M.P. Colliery Workers Federation.

Sd./- B. L. WADEHRA,

Chief Personnel Officer,
National Coal Development
Corporation Ltd.,
Darbhanga House, Ranchi (Bihar).

Sd./- GULAB GUPTA,

General Secretary,
M.P. Colliery Workers
Federation, P.O. Kurasia
Colliery, Dist. Surguja (M.P.)

Dated the 30th July, 1964.

[No. 1/19/63-LR.II.]

New Delhi, the 13th October 1964

S.O. 3714.—Whereas, the Central Government is of opinion that an Industrial dispute exists between the employers in relation to the Khas Jeenagora Colliery, Post Office Khas Jeenagora (District Dhanbad) and their workmen in respect of the matters specified in the Schedule hereto annexed,

And whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause(d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of Khas Jeenagora Colliery P.O. Khas Jeenagora (District Dhanbad), were justified in refusing to take back Shri Madhav Manjhi, Mining Sirdar, with effect from the 12th February, 1964? If not, to what relief is he entitled?

[No. 2/106/64-LRIL.]

S.O. 3715.—Whereas, the Central Government is of opinion that an Industrial dispute exists between the employers in relation to the Kusunda and Nayadee Collieries of Messrs. Kusunda and Nayadee Collieries (P) Limited, Post Office Kusunda, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed.

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the dismissal of Sarvshri Karu Mahato (Surface Trammer) and Gama Mahato (Fitter Helper), by the management of the Kusunda and Nayadee Collieries of Messrs. Kusunda and Nayadee Collieries (P) Limited, Post Office Kusunda (District Dhanbad), with effect from the 30th July, 1964, was justified?

If not, to what relief are the workmen entitled?

[No. 2/100/64-LRIL.]

S. V. KRISHNAN, Dy. Secy.

New Delhi, the 13th October 1964

S.O. 3716.—In exercise of the powers conferred by sub-section 1 of section 5 of the Mines Act, 1952 (35 of 1952), the Central Government hereby appoints Shri S. P. Chakraborty as Inspector of Mines subordinate to the Chief Inspector of Mines and makes the following further amendment in the notification of the Government of India in the Ministry of Labour and Employment S.O. 531 dated the 2nd March, 1961, namely:—

In the said notification, the following entry shall be added at the end, namely:—

“(68) Shri S. P. Chakraborty.”

[No. 8/63/62-M-I.]

R. C. SAKSENA, Under Secy.

New Delhi, the 16th October 1964

S.O. 3717.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the South Kenda Colliery and their workmen which was received by the Central Government on the 13th October 1964.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
DHANBAD**

In the matter of a Reference under Section 10(1) (d) of the Industrial Disputes Act, 1947.

REFERENCE No. 20 OF 1963

PARTIES:

Employers in relation to the South Kenda Colliery

AND

Their workmen.

PRESENT:

Shri Raj Kishore Prasad, M.A., B.L., Presiding Officer.

APPEARANCES:

For the Employers.—Sri S. S. Mukherjee, Advocate and Sri R. L. Goenka, Owner.

For the Workmen.—Sri Robin Chatterjee, Vice-President, Colliery Mazdoor Sabha.

STATE: West Bengal.

INDUSTRY: COAL.

Dhanbad, dated the 26th September, 1964

AWARD

Ministry of Labour & Employment, Government of India, by its Order No. 6/1/63-LRII, dated 6th March 1963 referred, under Section 10(1) (d) of the Industrial Disputes Act, 1947, to this Tribunal for adjudication, an industrial dispute existing between the employers in relation to the South Kenda Colliery and their workmen in respect of the matter specified in the schedule below:

SCHEDULE

“Whether the stoppage of work by the management in South Kenda Colliery from the 5th October, 1962 was justified? If not, to what relief are the workmen of the said colliery entitled?”

2. On 25th September 1964 both the parties appeared before the Tribunal. The company was represented by its owner Sri R. L. Goenka and Sri S. S. Mukherjee, Advocate, and, the concerned workmen were represented by Sri Robin Chatterjee, Vice-President, Colliery Mazdoor Sabha.

3. Both the parties filed a joint petition of compromise dated 25th September 1964, signed by the aforesaid persons, with an enclosure attached to the petition

of compromise, setting out therein the terms of the compromise and jointly prayed that an award be made in terms of the said compromise.

4. In terms of para 10 of the compromise petition the management paid Rs. 1,000/- after setting off Rs. 50/- as cost awarded to the management against the workmen towards the cost of the case to Shri Robin Chatterjee, Vice-President of the Union representing the workmen concerned. Sri Robin Chatterjee admitted before me to have received the said sum and also showed me the receipt granted to the management in token of having recovered Rs. 1,000/- as cost. This fact at the instance of the parties was recorded in Order No. 21, dated 25th September 1964 in the order sheet.

5. According to para 7 of the compromise petition the company has to pay a lump sum of Rs 26,000 to the concerned workmen, which the Union has undertaken to distribute amongst the concerned workmen, who are on roll on 5th October 1962. This amount was agreed to be paid, within 7 days from the date of the agreement, to the Union for which the Union was to furnish a stamped receipt to the management.

6. I have read the terms of the compromise and find that they are fair and reasonable and in the interest of both parties and, therefore, I accept the same and record the compromise.

7. The result, therefore, is that the reference is disposed of in terms of the compromise dated 25th September 1964, which is marked Annexure 'A' and made a part of the award which is passed in terms of the said compromise.

8. This is the award which I make and submit to the Government of India under Section 15 of the Act.

(Sd.) RAJ KISHORE PRASAD,
Presiding Officer,
Central Government Industrial Tribunal,
Dhanbad.

DHANBAD:

The 26th September, 1964.

ANNEXURE 'A'

BEFORE SRI R. K. PROSAD, JUDGE, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

In the matter of Reference No. 20 of 1963

BETWEEN

Employers in relation to South Kenda Colliery

AND

Their workmen represented by Colliery Mazdoor Sabha.

THE JOINT PETITION OF COMPROMISE BY THE PARTIES

Most Respectfully Sheweth:

1. That as desired by the Hon'ble Tribunal the parties started negotiation for settlement of the disputes and series of discussion took place between the owner on one hand and the representative of the Union on the other, and the parties have come to an amicable settlement.

2. That the terms of the said settlement is annexed to this petition of compromise and made part thereof.

3. The parties now pray that your Honour will be pleased to accept the same and pass an Award in terms of the said settlement.

And for this act of kindness, the parties as in duty bound, shall ever pray.

Sd./- S. S. MUKHERJEE,
Advocate,
25-9-1964.

For the Company:
Sd./- R. L. GOENKA,
Owner,
25-9-1964.

For Colliery Mazdoor Sabha:
Sd./- ROBIN CHATTERJEE,
Vice-President,
25-9-1964.

(Sd.) RAJ KISHORE PRASAD,
25-9-1964.
Presiding Officer,
Central Government Industrial Tribunal,
Dhanbad

ANNEXURE TO THE PETITION OF COMPROMISE, DATED 25-9-1964

1. That the South Kenda Colliery which was closed with effect from 5th October 1962 will be re-started as early as possible but not later than six months from the date of this agreement. But the management will not be held responsible if the re-starting is delayed due to restriction that may be imposed by the authorities of the Government. For this purpose, the management will take all necessary steps for re-opening and for removal of restrictions, if any.

2. That on re-starting the company will take back all workmen on roll on the day of closure i.e. 5th October 1962, with continuity of service. The condition of service will remain unchanged. As the colliery was closed for a considerable period, the workmen will be taken in stages and by batches, provided however that this intake will be complete within six weeks from the first batch of production worker goes in. In addition to the notice on the notice board the company will simultaneously send copies of notices of intake to the Union and also send intimation to the workmen at their last known address under Registered post. A workman will be allowed 5 weeks' time to report from the date on which he will be asked to join his duties failing which the company will be free to take new hands in his place. Cases of failure to report within the scheduled time for genuine reasons will be sympathetically considered by the management. Such workmen who will not be finally taken for not reporting in time will however be entitled to their earned wages if any.

3. That the justifiability or otherwise of the closure of the colliery effected on 5th October 1962 will not be agitated before any authority and this settlement will resolve all disputes arising out of closure from 5th October 1962 till the date when this agreement is signed but will not prejudice any claim whatsoever of the workmen in respect of period prior to 5th October 1962 and without prejudice to the case of workmen who have been working or had actually worked during the period of closure.

4. That the employers undertake not to recruit any new hands except as provided in clause 2 above and until such time as all the workmen have been absorbed in terms of said clause 2.

5. That the employers are contemplating electrification of the Colliery in near future. Some of work which now exist may not be necessary due to electrification. The concerned workmen will be given an opportunity to work in the new places that will be created on electrification and work incidental thereof or some alternate employment. If however any of such workmen cannot fit himself to the new job he will be let off with full retrenchment compensation i.e. 1 month's notice pay plus 15 days' average wages for each completed year of service or part thereof in excess of six months. Provided however that the re-starting of the Colliery as per clause 1 above will not be affected on this ground.

6. That the period of non-employment starting from 5th October 1962 to the date of resumption as may be applicable to individual workman will be treated as leave without pay and the workmen will not claim any wages for the same.

7. That the company will pay a lump sum amount of Rs. 26,000/- (Rupees twenty-six thousand only) for the workmen. The Union will undertake to distribute this amount amongst the workmen who were on roll on 5th October 1962, in the manner it thinks fit. This amount will be paid within 7 days from the date of agreement to the Union for which the Union will furnish a stamped receipt.

8. That the employer will prepare a list of claim of the wages, actually due both to the monthly paid and weekly paid workmen within 7 days from the date of agreement and the same will be verified by the Union within 7 days. After the said list has been verified the Company will pay to the concerned workmen the above dues within 7 days in presence of the Conciliation Officer (C) and being identified by the Company and the Union. Those of the workmen who are out of station will be paid off as soon as they report for it in the same manner. The dues under the head of bonus having been taken care of by the appropriate authorities of the Government, it will take its own course.

9. That the workmen who will be readily available in the mines area will be utilised in preliminary work on awarded rates until such time their own work is ready in the mine.

10. The management agrees to pay to the Union as the gesture of goodwill an amount of Rs. One thousand only towards the cost of the case. This amount

will be paid before the Hon'ble Tribunal when the petition of compromise will be presented for acceptance.

Representing the Employer of

South Kenda Colliery :

Sd./- R. L. GOENKA,
Owner,
25-9-1964.

Representing the Workmen of

South Kenda Colliery :

Sd./- ROBIN CHATTERJEE,
Vice-President,
25-9-1964.

Sd./- S. S. MUKHERJEE,

Advocate,
25-9-1964.

For the Company:

[No. 6/1/63-LR. II.]

H. C. MANGHANI, Under Secy.

New Delhi, the 16th October, 1964.

S.O. 3718.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to the Bombay Port Trust, Bombay and the Calcutta Port Commissioners, Calcutta and their workmen which was received by the Central Government on the 12th October 1964.

BEFORE SHRI M. R. MEHER, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE (IT-CG) No. 1 of 1963

ADJUDICATION

BETWEEN

The Bombay Port Trust, Bombay

AND

The workmen employed under it

In the matter of certain alleged anomalies in regard to pay scales—recommended by the tripartite committee and modifications etc.

Shri M. R. S. Captain with Shri Batuk Mehta for Bombay Port Trust.

Shri Manohar Kotwal, for Transport and Dock Workers' Union.

Shri C. L. Dudhia for certain labour supervisors represented by New National Dock Workers' Union.

Shri S. Moitra with Shri Kelkar for B. P. T. General Workers' Union.

Shri K. S. Nadkarni, Advocate, with Shri G. H. Kale for the B.P.T. Railway-men's Union.

AWARD

PART—II

This is a reference by the Central Government under Section 7A and Section 10(1)(d) of the Industrial Disputes Act for adjudication of a dispute between the employers in relation to the Bombay Port Trust and the Calcutta Port Commissioners and their workmen in respect of matters specified in the schedule which are as follows:

“(a) Whether there are anomalies, in regard to any of the pay scales recommended by the Tripartite Committee set up by the Resolution of the Central Government in the Ministry of Transport and Communications, Department of Transport, No. 23-PLA(91)/58, dated the 23rd August, 1958, published in Part I of the Gazette of India Extraordinary of the 25th August, 1958, in respect of the categories of posts listed in the annexure;

- (b) if so, what modifications, if any, should be made in the scales of pay recommended by the said Committee for the posts listed in the annexure, having regard to the directions contained in paragraph 2 of the said Resolution".

ANNEXURE *

List of categories submitted by the Transport and Dock Workers' Union, Bombay.

1. Marker, Docks and Warehouse; 2. Assistant Carpenter; 3. Painter; 4. Sorter, Grade II; 5. Sorter Grade I; 6. Tally Clerk; 7. Labour Supervisor; 8. Export and Cargo Receiver; 9. Asstt. Shed Superintendent; 10. Inspector, Grade II (Sanitary); 11. Inspector, Grade I (Sanitary); 12. Shed Superintendent, Grade II; 13. Shed Superintendent, Grade I; 14. Inspector, Grade II; 15. Inspector, Grade I; 16. Assistant Chief Inspector; 17. Cargo Supervisor; 18. Supervisor, Central Documentation Office; 19. Markers (Rly.) 20. Goods Clerk (Rly.).

List of categories submitted by the B. P. T. Railwaymen's Union.

1. Cabinman; 2. Telephone Clerk, Gr. II; 3. Telephone Clerk, Gr. I; 4. Number Taker; 5. Trains Clerk; 6. Asst. Station Master Gr. II; 7. Controller; 8. Assistant Controller Gr. I; 9. Asstt. Controller, Gr. II; 10. Mazdoor Railway Engineering section; 11. Chargeman (Signal Inter-locking); 12. Asst. Chargeman; 14. Coalman (Loco Shed); 14. Steamman (Loco Shed); 15. Asst. Blacksmith (Wagon Repairs Shop); 16. Loco Fireman; 17. Loco Driver.

*(NOTE: There are other categories submitted by other Unions, which are not reproduced here).

2. On the first day of hearing all the Unions who have raised disputes in regard to the various categories and the Port Trust Authorities of Bombay and Calcutta were generally heard on the general question as to what is meant by the term anomaly and what should be considered an anomaly, in the context of this Reference. Then the hearing on the demands raised by particular Unions started. The term anomaly is defined in Dictionaries as 'irregularity' or 'deviation from rule'. It appears to me, generally speaking, that if it is found that in any of the wage scales prescribed inconsistency is detected, or deviation by mistake or accident from the principles laid down by the Government and those followed by the Committee in the fixation of wage scales for the various categories, then that may be considered as an anomaly and can be rectified. This, however, is not an exhaustive definition of what may be considered an anomaly; it is possible to point out an anomaly on the particular facts and in the context of this Reference, without its being necessary to give an artistic or very exact definition of 'anomaly'.

3. The demands in respect of categories submitted by the Transport and Dock Workers' Union, Bombay and the B.P.T. Railwaymen's Union have been heard. I make this Award Part II in regard to the list of categories submitted by the Transport and Dock Workers' Union, and the B.P.T. Railwaymen's Union. The Award in respect of the categories submitted by the other Unions will be made in the next part.

4. In the statement of claim the Union has given the history of the dispute and has stated, *inter alia*: The Government of India appointed a Committee for Classification and Categorisation of Class III and IV employees. The terms of reference were as follows:

"The Committee will examine the duties and responsibilities of the various posts and fit them into one or other of the scales of pay given in the attached schedule, in the light of the scales of pay of posts with comparable duties and responsibilities in other departments of Government. Should the Committee feel that, owing to the existence of gradations of skill and responsibility or both, the scales given in the schedule cannot be adopted fully in the case of a particular post or group of posts, they are free to suggest breaking up of longer scales (i.e., a scale extending over a number of years such as Rs. 60—3—81—E.B.—4—125—5—130) into two or three shorter scales for adoption in those cases. Shorter scales may also be suggested in cases where the method of recruitment is not direct but by departmental promotion or a higher start is justified owing to higher qualifications prescribed for the post. The Committee is not precluded from recommending scales going beyond the indicated maximum if on a comparison of the duties and responsibilities of the categories of the posts in the Ports with the duties and responsibilities of similar

categories in other establishments, the weight of evidence is in favour of such recommendation, provided that the scale recommended does not go beyond the scale adopted in the Government Departments for comparable categories.

The Committee will also recommend changes, where necessary, in the designation of posts so that standardised nomenclature may be evolved.

The Committee will consult the Port authorities and representatives of Labour Unions in the Ports.

The Committee will also be free to co-opt at each Port experts or such others as they may consider necessary for facilitating its task. The recommendations of the Committee shall be final and binding on the Port Authorities as well as the Labour."

The Committee held sittings at different ports, heard all the parties and submitted its Report to Government on 20th May, 1961.

5. The Union goes on to say,

"The anomalies are just anomalies as is understood by the meaning of the word anomaly. They are not deliberate creations nor do they arise with any motive, but are the natural results of certain omissions, particularly when voluminous material is required to be handled and duties and responsibilities of hundreds and thousands of categories of workmen are required to be enquired into. Even in this respect it is to be noted, that certain anomalies were found to be so glaring that it struck even the Port Authorities immediately on receipt of the Report of the C. C. Committee and they readily agreed or even volunteered to rectify those anomalies." The Union after having carefully studied the Report of the C.C. Committee found that obvious errors, irregularities or abnormalities, have been committed by the C.C. Committee in respect of at least twenty categories represented by the Union. An immediate approach was made by the Union both to the Port Trust authorities as well as to the Government and as a result discussions started in respect of those anomalies. It was pointed out by the Union that in respect of these categories either certain documents laying down the duties called upon to be performed by the employees by the Port Authorities are ignored or the evidence with regard to the duties performed and the responsibilities shouldered by certain categories in the Port of Bombay in comparison to the identical duties and responsibilities of similar categories in other ports and Government departments was not taken into consideration at all by the Committee and as a result the Committee came to obvious erroneous decisions."

The Union then goes on to point out the alleged anomaly in respect of wage scales of markers, tally clerks and labour supervisors.

6. The Port Trust has in its written statement replied, *inter alia*, as follows: The Committee submitted its report to Government on 20th May, 1961 but even before its report could be published the Union which had agreed to accept the recommendations of the Committee as final and binding started raising disputes. The Transport and Dock Workers' Union by its letter dated 1st June, 1961 demanded *inter alia*, that wages for all categories of workmen should be revised with retrospective effect in the light of the original level of wages and the financial capacity of the Bombay Port Trust. Similar demands were made by other unions. These demands constituted a flagrant breach of the assurance on the part of the workmen to be bound in all respect by the recommendations of the Committee. The Unions issued strike notices. In the meanwhile the matter was further discussed with the port authorities. A conference was held at New Delhi on 11th and 12th July 1963 between the representatives of Government, of employers and of the All India Port and Dock Workers' Federation. At that conference it was agreed as under:

"Specified cases of alleged anomalies in regard to pay scales as fixed by the Classification and Categorization Committee which had been already listed by the members of the Federation and had been discussed with the Calcutta and Bombay Port authorities but could not be settled will be referred for adjudication. All such cases will be listed in the order of reference to adjudication and the Tribunal asked to decide.

in each case whether there is an anomaly or not. In case the Tribunal decides that there is an anomaly, the Tribunal will consider how it should be rectified within the terms of reference of the Classification and Categorisation Committee.”

The Port Trust goes on to say that the Committee carefully examined the duties and responsibilities of each category or group of categories which came up for consideration and decided on the scales for them. Besides a full time Chairman and Secretary there were 11 members of this Committee which included three highly experienced representatives of labour. The Committee also contained representatives of the six ports and two Government nominees. The recommendations of the Committee having been made after careful consideration they should be accepted with good grace as final and binding. The Port Trust goes on to say,

“The Committee for the first time in the history of the Ports assessed the work of each category at each Port with a view to evolving a broad and rationalised pay structure for all the Ports. In any system of rationalisation it is inherent that the workers could not have the best of both the worlds; it was not the intention that the highest scale for a particular category in any one of the six Ports should be made the basis of fixing the scales of similar categories at other Ports.....All the parties were aware that in attempting a new wage structure on a rational basis for all the six Ports the scales of pay of some of the categories would have to be pruned. It was also known that scales of pay at Bombay Port were higher in respect of a large number of categories of posts compared with similar categories at other Ports. This has been pointed out in no uncertain terms in para. 16 at page 4 of the C.C.C. Report. Government had taken this factor into account at the time of constituting the Committee, it was decided, in agreement with the Unions, that—

“If in any case the scale prevailing prior to the revision is higher than the one recommended by the Committee, the higher scale shall continue to apply. It is to be noted that employees will be entitled to continue, if they so desire, in any scale which has been prescribed by an Award of a Tribunal, so long as the award remains in force”—Vide paragraph 7(iv) of Government Resolution dated July 20, 1958.”

7. Before going to the question whether there is anomaly in respect of categories submitted by the union it is necessary to refer to what is stated in the report of the C.C.C. In it, it is stated that:

“Between February and December 1960 the Committee held sittings at the different Ports and heard at length the case put forward by the Federations, Labour Unions and individual employees. There were 3 sessions of the Committee at Calcutta, 2 at Cochin, and 1 each at the remaining Ports, including a prolonged session at Bombay Port. The Committee was in session at the different Ports for hearing of parties for an aggregate of 93 working days. During the hearings the parties tendered before the Committee 161 documents in support of their contentions, a list whereof is attached to the Report as Appendix ‘F’As each category or group of categories came up for consideration, the Committee carefully examined the duties and responsibilities of the posts and decided into which scale the particular category in the hierarchy of the Port could be appropriately fitted. In our deliberations we have always had in our mind the desirability of giving equal pay for equal duties and responsibilities in all the Ports, and our decisions are based on that principle. If therefore a category in a particular Port has been given a different scale bearing the same designation in another Port, the difference in emoluments will be found to be due to differences between the two in matters of duties, responsibilities, and other relevant factors. The Committee was moved by the principal consideration of doing justice to the extent prescribed by the Resolution, and in the process many a category has been upgraded. While it is true that in Bombay the scales are to some extent higher as to some categories than in other Ports our decisions have, in our opinion, resulted in a considerable extent in a fair rationalisation of the pay structure of all the Ports in terms of the Resolution.

The Committee's approach was by no means narrow or limited. It roved over scales of similar categories in the Railways, in the P.W.D., in

the Navy, and in the Report of the Second Pay Commission, and in every other available source of material, in order to discover the correct scale applicable to a category. The arguments raised by Labour at the open hearings and the documents filed by them were carefully considered by the Committee in session.

While for the majority of the decisions the scales as appearing in the Schedule to the Government Resolution have been found appropriate, there have been cases where the Committee has broken up longer scales into shorter ones in order to give effect to the object for which the Committee was appointed. In some deserving cases the Committee fixed a higher starting pay in the prescribed scale, and the Committee has also fixed scales going beyond the indicated maximum in appropriate cases as is permissible under the Resolution. In a few cases the Committee adopted scales prevailing in Government Departments but not shown in the Schedule to the Resolution."

8. Reference may also be made to paragraph 55 of the Report in which it is stated:

"This is the first occasion on which the wage structure of the Major Ports of India has been investigated on a broad and rationalised basis. This is also the first occasion on which representatives of the Ports and representatives of Labour have sat in conclave to decide the questions at issue. It is also the first occasion where it has been provided that the recommendations of the Committee would be final and binding on the Port Authorities as well as on Labour."

9. It is also necessary to bear in mind the safeguard provided by Government and which is referred to in paragraph 46 of the Report. It is as follows:

"The Government of India has decided that if in any case the scale prevailing prior to the revision is higher than the one fixed by the Committee, the higher scale shall continue to apply, *vide* paragraph 7(iv) of the Government Resolution dated the 20th July, 1956.

Thus there will be no reduction in the existing scale of any post even for future incumbents. Where any scale has been prescribed by an Award of a Tribunal, the employees concerned will be entitled to continue in that scale, if they so desire, so long as the Award remains in force."

This has to be borne in mind in considering whether there is any anomaly in any scale in which the starting pay or maximum is lower than in the existing scale in any Port, and this has been done in pursuance of the direction to have rationalised wage structure on the basis of equal pay for equal work in the various ports, existing scales which were higher have been continued not only for existing incumbents but for future incumbents.

10. It will be noted that in the classification of so many categories in the ports it could not be expected that the Committee should give reasons for prescribing various scales for the different categories. But it is quite evident from the report that the report was submitted after giving all the parties a full hearing. This reference cannot be treated by me as an appeal from the decisions of the Committee. But I have to rectify anomalies only. In respect of a very large number of categories the Unions concerned have submitted that there are anomalies. At the hearing of this Reference it was agreed by the Port Trust and the representative of the Transport and Dock Workers' Union that the decision whether there is an anomaly or not should be given on the basis of the material *viz.* evidence and submissions made before the C.C.C. and not on the basis of any new evidence. As stated above the C.C.C. did not and could not in the nature of things give reasons for prescribing scales for the innumerable categories in various ports. This, however, means that all the considerations which weighed with this very representative Committee in fixing the wage scales for each particular category are not before me. It has also to be borne in mind that the C.C.C. was appointed in pursuance of the agreement between the Port Authorities and the Unions concerned that the decisions of the C.C.C. would be accepted as final. There must be some end to litigation in industrial matters. In all these circumstances I do not think that it would be appropriate that I should give reasons when I am not satisfied that there is any anomaly. If however, I find any anomaly I propose to give in brief my reasons for considering it as an anomaly and for giving the proper direction. It has also to be borne in mind that this Reference is not to be disposed of as if I am sitting in Appeal over the decisions of the Committee. I have only to rectify

anomalies, if any, and care has to be taken when deciding that there is anomaly or rectifying any alleged anomaly, that another anomaly is not created, for if an anomaly is unwittingly created by departure from the Report of the C.C.C. there would be more trouble than has arisen in this case after the Report of the C.C.C. The procedure followed by me in giving this Award has another advantage, for if in rejecting a demand of alleged anomaly I were to go into the rival contentions of both sides as to the duties of the particular categories and comparison with other categories, there may be strife and disharmony in the working of the ports. To illustrate this point, I may mention that on the second day of the hearing of this Reference, the Port Trust representative made a complaint that certain categories of lascars had gone on a strike merely in consequence of the different version given by the Port Trust and the Union representatives at the hearing before me, about the duties of 'lascars'. The Port Trust representative requested the Tribunal to ask the Union concerned to advise its members not to resort to such direct action in consequence of any point urged at the hearing of the case. The representative of the Union agreed to the suggestion of the Tribunal to advise the lascars concerned not to stop doing any work because of any submissions that may be made by either side at the hearing as to what were or what were not the regular duties of the category concerned. Here it may be mentioned that statements of the duties of the various categories were filed both by the Port Trust authorities and the Unions concerned. In some cases the Union's description is more detailed. In some cases there is no material difference and the difference is only in the degree of emphasis in the description of certain duties. While the Union's description implied that certain duties were performed regularly or frequently by the employees concerned, the fact ascertained by the Committee was that such duties were performed only occasionally by the workmen or a few of the workmen in the particular category or in rare cases. This aspect has to be borne in mind in deciding whether there is any anomaly or not. In some cases there is a difference, but the C.C.C. not only visited the ports several times but heard the parties orally and also in some cases allowed witnesses to be examined on the duties and the various aspects of the duties. There is therefore no doubt that the C.C.C. made itself fully aware of the duties of the various categories.

11. At the hearing both the Port Trust and the representatives of the Transport & Dock Workers' Union and the B.P.T. Railwaymen's Union agreed that in considering whether there is an anomaly or not only the evidence that was placed before the C.C.C. should be taken into consideration. Wherever any additional documents have been filed they have been filed with the consent of both the parties. In cases in which I found it necessary in order to appreciate the points raised I have visited the Docks in the presence of the representatives of the Port Trust and of the Union concerned and seen the work of the concerned workmen. Even an Appellate Court cannot take additional evidence except for the adequate reasons to be recorded such as that the original Court had refused to take material evidence. But this is not an appeal. The representative of the New National Dock Workers' Union wanted to file affidavit with regard to the duties of Labour Supervisor. I ruled that such additional evidence could not be taken. That Union had not appeared before the C.C.C. to represent the case of the Labour Supervisors. However I heard the representative of this Union fully on the case of the Union that a higher grade should be fixed for Labour Supervisors. I find no anomaly in the fixation by the Committee of the scale of pay for Labour Supervisors.

Painter.—The Union has asked for a grade of Rs. 100—5—130. The scale before the C.C.C. Report was Rs. 40—2—60—2½—75. The C.C.C. recommended scale of Rs. 40—1—50—2—60. The Union has submitted as follows: The scale has been reduced for reasons best known to the Committee. The Painter in the Hamalage workshop is not a brush painter but a letter Painter. He is required to do all sorts of work. The painters in the Engineering Department of the B.P.T. and also in the employment of the Calcutta Port Trust who are discharging similar duties have been given the grade of Rs. 100—5—130.

12. The Port Trust has replied as follows: The employers deny that there is any anomaly. It is denied that the painters in the Calcutta Port Trust discharge similar duties. There are several categories of painters at Bombay and Calcutta Ports, designated as painter, assistant painter, painter Grade I, Painter (Brush) etc. The duties and responsibilities are given at Ex. J, annexed to the Port Trust's statement. There would be no reduction in the old scale in view of the privilege preserved by paragraph 7 (iv) of the Government Resolution dated 20th July 1958. Only skilled painters are given skilled scales, and that too not the highest of the skilled scales. Only one category in Calcutta has been given Rs. 100—5—130 because the original scale was Rs. 75—3—105. After the decision of the C.C.C. it was pointed out to the Port Trust that the only painter in the Docks Department

was not only required to do brush painting but letter painting. The Chairman of the Port Trust therefore recommended the scale of Rs. 60—3—81—E.B.—4—85 for the post.

13. The dispute relates to only one person designated as Painter in the Docks Department. Having considered the submissions of both sides it is evident that there is an anomaly in fixing the scale of Painter of the Docks Department, but there is no case for giving a higher grade than Rs. 60—3—81—E.B.—4—85. The scales of painters in the Engineering Department whose duties are varied are Rs. 60—75, 75—105 and 100—130. I direct that the grade of Painter, Docks Department who does both brush and letter painting be revised to Rs. 60—3—81—E.B.—4—85.

Sorters.—The pre-C.C.C. scales were Rs. 50—3—80 for Second Grade Sorter and Rs. 55—3—85 for First Grade Sorter. The C.C.C. fixed a uniform scale of Rs. 60—3—81—E.B.—4—85. The Union demands Rs. 60—4—120—E.B.—5—150, on the following grounds. The category of sorters doing the same work in the Calcutta Port Trust are put in the scale of lower Division Clerk. Having regard to the duties the C.C.C. should have put the Sorters in Bombay Port Trust in the grade of Lower Division Clerks. The Port Trust has replied as follows: The duties of Sorters are to direct mazdoors to store packages in transit sheds and warehouses at places where packages with similar marks are stored. Sorters Grade I were as a general rule, posted at Dock road gates to check consignments leaving the Docks to ensure that the correct consignment is delivered. When posted to the Central Documentation Office the sorters function as tracers of cargo. On receipt of memo from the public complaining their inability to trace the consignments, the marks and numbers of such consignments are entered in the printed memos by the clerical staff of the C.D. Office and these memos are handed over to the sorter who goes to the assigned transit shed to trace the cargo on packages. After the search, he returns the memos to the C.D. Office indicating, in writing, whether the package has or has not been traced and if traced, its location. The position of the package or packages is then entered by him in a printed form to the owner of the consignment. The above duties are not of a clerical nature. The educational qualification prescribed is X Std. Secondary School. The post of Calcutta sorters is clerical. The C.C.C. considered in detail the duties of sorters and heard the evidence of one of the sorters. In an Award in Ref. IT CG-No. 5 of 1954 the Tribunal did not make change in the grade of 55—3—85 of the First Grade Sorter but revised the grade of Second Grade Sorter from 40—1—50—2—60 to Rs. 50—3—80. In the Award the Tribunal stated that the work of Sorter was not comparable to that of Tally Clerks or that of Skilled workers.

14. The C.C.C. awarded the scale of 60—4—120—E.B.—5—150 for Tally Clerks. The scale of Sorters can certainly not be as high as that for Tally Clerks. It is evident from Ex. L attached to the Port Trust's statement that the duties of the Sorters, Traffic Department, Calcutta as represented to the C.C.C. are responsible and more varied and onerous than those of Sorters in Bombay. The scale for skilled posts and lower clerical posts is Rs. 60—3—81—E.B.—4—125—5—130. When I visited the Docks the work of Sorters was shown to me. A proportion of them have to do some semi-clerical work. Their duties are not merely to 'sort out mixed cargoes according to sizes, marks and numbers, to trace untraceable packages' as described in the Port Trust statement to the C.C.C. and having considered the submissions of both sides I am of opinion that there is an anomaly in fixing the maximum for Sorters at Rs. 85, and providing only one increment after the efficiency bar. I revise the scale to Rs. 60—3—81—E.B.—4—105.

Goods Clerks.—The Union has stated that while the C.C.C. recognised the duties as being identical with those performed by Goods Clerks of the State Railways, it fixed the scale of Rs. 160—10—200 instead of Rs. 200—10—300, paid to the Goods Clerks on State Railways. This is obviously an oversight. The Port Trust has replied as follows: Only 5% of the posts are earmarked for the two higher scales of 200—300 and 150—225 fixed for the Chief Goods Clerk and Head Goods Clerk respectively. On the Central Railway there is a four tier arrangement as follows. Chief Goods Clerk 200—300, Head Goods Clerk 150—225, Senior Goods Clerk 100—185 and Goods Clerk 60—150. The C.C.C. after carefully examining the duties of Goods Clerk at the 9 Railway Stations and after taking into consideration the importance of each station and the traffic thereat, gave a special allowance of Rs. 30 per month to the 3 Goods Clerks posted at Alexandra Docks Grain Depot and Manzanese Depot Railway Stations. Thus in effect the scale for these 3 posts is 190—330 as against the highest scale of 200—300 on the State Railways. In the case of the others, there is the same maximum as for the Chief Goods Clerks on the State Railways.

15. From Ex. D. 1 attached to the written statement it is seen that the qualifications of Goods Clerk in the Port Trust are, "Knowledge of all branches of commercial working. Promoted from Assistant Goods Clerk, Grade I on the basis of seniority-cum-suitability. Comparable categories given are Chief Goods Clerk on the Central Railway and Goods Clerks and Parcels Goods Clerk.

16. In the written statement in reply to the statement of claim of the B.P.T. Railwaymen's Union, the Port Trust has stated. "The Goods Clerk is in sole charge of and independently responsible for the entire commercial work of the Station and the Station Master is only in overall charge of all sections of the Station including the commercial section". It is further stated that at two stations viz. Canton Bunder and—Cotton Depot there is no Station Master and the Goods clerk is in charge. In Calcutta Port Trust there are higher categories like Head Goods Clerk on 200—300 and Chief Goods Clerk on 250—15—400, but there are no such categories in the Bombay Port Trust. Having regard to the onerous duties of the Goods Clerk in the Bombay Port Trust it seems to me the scale of 160— is on the low side. However upgrading as demanded by the Union may create anomalies in other comparable posts in the grade of 160—300. Besides Goods Clerks at three stations are given special pay of Rs. 30. Having given careful consideration to the matter I direct that Goods Clerks at the stations other than the three for which here is special pay of Rs. 30. should be given a special pay of Rs. 15.

Tally Clerks.—In respect of this category I was informed at the hearing that the Port Trust and the Transport and Dock Workers Union are negotiating for a settlement. I therefore make no award for the present in respect of this category. If the dispute is not settled an Award will be made, and if the parties desire that there should be an Award in terms of settlement that can also be done.

Assistant Station Master GR II.—The Union has made the following submissions. The scale given to this category is ridiculous. When the responsibilities are taken into account Station Masters and their assistants are comparable with Yard Masters or Foremen of the Indian Railways. In fact, till 1952, Station Masters and their Assistants were designated as Yard Foremen and their Assistants. There is a significant difference. Yard Masters or their Assistants on the Indian Railways have nothing to do with the commercial working, while the Station Masters and their Assistants have to be responsible also for the commercial dealings at their respective stations.

17. The Port Trust has replied as follows: It is denied that the responsibilities of Station Masters and their Assistants are greater than of comparable staff on the Indian Railways. There are 15 posts of Assistant Station Masters. As regards the commercial work they are ably assisted by the Goods Clerks. In fact the Goods Clerk is in sole charge of and independently responsible for the entire commercial work of the Station and the Station Master is only in overall charge of all sections including the commercial activities. As regards the Yard Masters on the Indian Railways the Port Trust invites attention to the Report of the Second Pay Commission, pages 270 to 272 from which it is seen that there is only one post of Yard Master in the grade 360—500, 13 in the scale 300—400 and 57 in 260—350, 607 posts of Assistant Yard Master in the grade of 80—170.

18. The qualifications for the post is, "Passed Assistant Station Master's examination. By promotion from Trains Clerk on the basis of seniority-cum-suitability". They are directly responsible for yard working and have general supervision over all operative staff and over commercial staff in the absence of the Station Master. Having considered the submissions of both sides I am of opinion that the scale fixed is on the low side, but upgrading it to 200—300 would cause anomalies in other comparable posts. I am of opinion that they should be given a special pay of Rs. 15 and I direct accordingly.

Loco Drivers and Loco Foremen.—The case in respect of these categories will be dealt with in a subsequent part of this Award.

19. I have carefully considered the submissions in respect of the rest of the categories for which claim has been made by the Transport and Dock Workers' Union and by the B.P.T. Railwaymen's Union and I do not see that there are any anomalies in their cases. The demands in respect of these categories are rejected.

20. I direct that the revised grades shall come into effect on the same date on which the scales prescribed by the Committee came into effect viz. 1st October 1957 and the workmen concerned should be fitted in the revised grades from that date in the manner set out in paragraph 45 of the Report of the Committee. Special pay awarded should also be given from that date to the workmen concerned who

have worked for the period in post for which special pay is given. Arrears, if any, should be paid within 2 months of the date on which this Award becomes enforceable.

(Sd.) M. R. Meher,
Industrial Tribunal.

Bombay: 6th October 1964.

[No. 28/54/63/LR. IV.]

S.O. 3719.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Lucknow, in respect of an industrial dispute between the employers in relation to the Indian Overseas Bank Limited and their workmen which was received by the Central Government on the 12th October, 1964.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT LUCKNOW

PRESENT:

Sri J. K. Tandon, Presiding Officer.

ADJ. CASE NO. 2 OF 1964 (CENTRAL)

In the matter of industrial dispute between M/s. Indian Overseas Bank Ltd., Chandni Chowk, Delhi.

Vs.

Their Workmen.

APPEARANCES:

For the employer: 1. Sri C. Ramakrishna, Advocate, Authorised Representative of employers.

For the workmen: 1. Sri D. R. Gupta, Member of the Working Committee of the Delhi State Bank Employees Association.

DISTRICT: Delhi.

INDUSTRY: Banking.

Dated 6th October 1964

AWARD

Reference No. 2 of 1964 referred to the Tribunal *vide* No. 51/82/63/LRIV, dated May 29, 1964.

Sri Om Prakash Gupta, on whose behalf the instant industrial dispute has been raised, was appointed as a Head Cashier at the Chandani Chowk (Delhi) branch of the Indian Overseas Bank Ltd., with effect from 15th November 1958. Besides his basic pay, Dearness allowance and House rent allowance he used to be paid as part of his emoluments a further sum of Rs. 15/- per month by the name of Key Allowance. He continued to get this allowance upto 30th November 1962, in fact he was paid the same for the month of December 1962 also, but the amount paid for December 1962 was later recovered from him through adjustment. Thus the said allowance has been stopped in his case from 1st December 1962.

There is no dispute so far. The workers claim that the Key Allowance was a part of the terms and conditions of service of Sri Om Prakash which, therefore, the management could not discontinue. In any case before doing so it was incumbent upon the management to proceed under Section 9(A) of the Industrial Disputes Act 1947 (Act 14 of 1947) as, however, it did not. They therefore, are attacking the management's said action and want that the allowance should be restored to Sri Om Prakash Gupta with arrears from 1st December 1962.

The management referring to the Award dated 7th June 1962 of the National Industrial Tribunal, presided over by Justice K. T. Desai, claim that under its terms it was discretionary with them to continue or not in future the Key Allowance, they, therefore, rightly discontinued. They further rely on the fact that the Desai Award, as the same is popularly known, did not award any such

allowance, hence in not giving the same they have merely carried out the directions contained in the said Award itself, they have never altered the conditions of service of the workman concerned. In their view even Section 9(A) of the Industrial Disputes Act did not require any notice etc. to be given by them.

The matter of dispute referred for adjudication is thus:—

MATTER OF DISPUTE

“Whether the management of the Indian Overseas Bank Ltd., was justified in discontinuing the payment of the Key Allowance to Shri Om Prakash Gupta, Head Cashier with effect from the 1st December, 1962? If not, to what relief is the workman entitled?”

Some further facts on which the parties are not at variance are these. The Key Allowance began to be allowed to Head Cashiers etc. some time after the enforcement of what is popularly known as Sastry Award. The Sastry Award had not dealt with it nor was it one of the allowances sanctioned in that Award. Before the Desai Tribunal, however, the question regarding its payment etc., was raised at the instance of the Indian Overseas Bank Ltd. A similar allowance was paid by Andhana Bank as well which too raised the issue. Paragraph 6.62 of Desai Award referred to the particular matter in these terms:—

“The Bank has also made a reference to a “Key Allowance” and has stated that under the provisions of the Sastri Award members of the Cash Department staff were not eligible for any special allowance if the requisite number of clerks was not working under them; but this point was raised by the Indian Overseas Bank Employees Union before the Regional Labour Commissioner at Madras and as a gesture of goodwill, the bank agreed to pay a key allowance of Rs. 15/- to the cash department staff who are in joint custody of cash at the various centres.”

The above indicated the manner in which the payment of this allowance commenced. It was an allowance allowed to the workers as a gesture of goodwill. The same paragraph then proceeds to state as follows:—

“The bank has pleaded that when the scales of salary and special allowance that may be granted by this Tribunal came into force, these allowance would have to be withdrawn even from those who are now drawing such allowances, that the bank should be at liberty to do this as there was no statutory obligation on the bank to continue the same, that the present recipients of these allowances could not claim the salary and allowances that may be granted by this Tribunal and at the same time insist on payments of these allowances and if the employees so choose they may be given the choice to opt *in toto* for the privileges and benefits they are now enjoying and should not be allowed to get the better of the two sets of scales of pay and allowances.”

The Bank's case in this behalf before Desai Tribunal was that the Key Allowance had been allowed as a gesture of goodwill, there was no statutory obligation on the bank to continue the same and that it should no longer be open to the employees to insist on payment of the allowances and rates sanctioned by Desai Tribunal and over and above to be paid the Key Allowance also. In other words, the employees had the choice to opt either in favour of the salary and allowances fixed by the Desai Award or to continue to be governed by the rates etc., previously admissible. The Desai Award answered thus in paragraph 6.63:—

“With regard to the Hindi allowance and good conduct allowance, Shri Sowani, in rejoinder, has stated that these allowances should be continued in cases of employees who are actually receiving them or else they may be merged in their basic pay. No case has been made out for the grant of any of the reliefs claimed by the workmen. The continuation of these allowances rests entirely with the management and I give no direction in connection therewith.”

Reference to Key Allowance payable to the employees of Indian Overseas Bank appeared again in paragraph 19.5 of the Desai Award in more or less the same terms as in paragraph 6.62. Reliance was placed on behalf of the Management on paragraph 19.18 also of the said Award wherein certain details have been discussed as respects the option to be exercised either in favour of the

terms and conditions flowing from the Sastri Award, or those flowing from the Desai Award. The matter, in respect whereof option was permitted were grouped in three categories. We are not concerned with categories 2 and 3. But the first category which according to the Bank is attracted contained the case of Dearness Allowance, Special Allowance, House Rent Allowance, Officiating Allowance, Hill Allowance and Fuel Allowance. The award has next lays-down in paragraph 19.20 thus:—

“As regards matters set out in group 1, the option will have to be exercised in respect of the totality of the provisions in connection with the said matters existing immediately prior to 1st January 1962 and the totality of the provisions contained in this award in connection with those matters.”

The management have again contended that under its terms a worker is obliged to opt in favour of the totality of the provisions either of the Sastri Award or of the Desai Award. He cannot have the benefits conferred by the Desai Award and at the same time to continue to draw any benefits which might have belonged to him previously, i.e. previous to the enforcement of the Desai Award. In this manner they contend that Sri Om Prakash Gupta who, admittedly is covered by the provisions of Desai Award cannot continue to claim the Key Allowance.

To my mind, there is an apparent flaw in this reasoning. Key Allowance was not part of any benefits conferred by the Sastri Award. It was introduced much later as a result of an agreement reached in altogether different and unconnected proceedings. Hence the option spoken of in paragraph 19.20 had nothing to do with this allowance which was never any part of the Sastri Award. It was wholly independent of it. Under these circumstances it is of no avail to the Bank that concerned workman has been getting the emoluments including the several allowances sanctioned in the Desai Award.

The next question in this case will be whether the Key Allowance can be said to be an allowance sanctioned to the employees in pursuance of Desai Award. It will be noticed that the above allowance began to be paid to the employees of the Indian Overseas Bank Ltd., long after the enforcement of the Sastri Award. They followed from a settlement and were wholly independent of anything which belonged to the employees under and in accordance with the terms of the Sastri Award. At the same time, to use the managements own phraseology, it was liable to be withdrawn by management whenever it so decided. In paragraph 6.62 of the Desai Award this aspect was laid before the Tribunal and the Tribunal in paragraph 6.63 reiterated “that the continuation of this allowance rests entirely with the management and I give no direction in connection therewith”.

Can it be said in the face of the above that the Desai Award when deciding the various allowance sanctioned by it included in the list the case of Key Allowance as well. The words “I give no direction in connection therewith” are capable of no other meaning than that the Desai Tribunal had declined to give any direction in respect of it but had left it in all its respects in its original condition. It was contended that Key Allowance was included in the expression “Special Allowance” existing in group I of paragraph 19.18, hence it should follow that it was one of the allowances sanctioned by the Desai Award.

In my opinion this argument completely ignored the effect of the express provision in paragraph 6.63 where the Tribunal very clearly stated that the continuance of this allowance would rest entirely with the management while it itself would not give any direction in connection therewith. The above words are not capable of the meaning, as the Bank has wanted to infer that the Tribunal included Key Allowance in the list of allowances directed by it to be paid to the employees. If the Tribunal was anxious to include it there was no hindrance in its way to have said it in so many words. The fact, therefore, that no direction was made in connection therewith should that it was not prepared to take notice of as an allowance sanctioned by it including the several allowances etc. which it awarded to the employees.

A careful examination of the provisions in paragraphs 6.62, 6.63 and 19.18 and 19.20 of the award convinced that the question of Key Allowance was left at the discretion as in the past of the management and of the same the Tribunal refused to include it in the list of allowances sanctioned by it.

Section 9-A of the Industrial Disputes Act (Act 14 of 1947) requires of an employer proposing to affect a change in the conditions of service applicable to a workman to give a notice as therein prescribed and in the manner therein

laid down where the change is in respect of any matter specified in the IV Schedule to the Act. Schedule IV gives the list of conditions of service for a change in which notice is to be given. Item 2 thereof is "compensatory and other allowances". Key Allowance is covered by the description "other allowances". It was, therefore, a term and condition of service and a change therein attracted the procedure enjoined by Section 9-A.

Once it was clear that the Key Allowance was a term and condition of service, it makes no difference that its continuance was discretionary or even that it started to be paid under some settlement. It was an amount payable to Sri Om Prakash Gupta under the terms of his appointment as such was a condition of service attracting Section 9-A. The Bank, however, would contend that under the proviso in Section 9-A no notice was necessary for affecting a change where the same was in pursuance of any Award or Settlement. It was further contended that the Key Allowance payable to Sri Om Prakash Gupta was an allowance of this nature, therefore, no notice was necessary. In my opinion this argument has to fail for the reason already demonstrated that the Desai Award never decided the controversy pertaining to this allowance, on the contrary, it left the matter as in the past at the discretion of the management. It is not possible to hold in these circumstances that its continuance etc. was something becoming available in pursuance of that Award. Thus the proviso is not attracted and a notice as prescribed by the Section was necessary.

Actually no such notice was given also by the Bank to Sri Om Prakash Gupta. The general notice or rather the circular, Exhibit E-2 which raised the question of discontinuance of the allowance in future failed also to satisfy the conditions in Section 9-A. There is no allegation muchless proof that Sri Om Prakash Gupta was ever told by any document addressed to him that the Key Allowance would cease to be paid to him in future. Paragraph 2 of Exhibit E-2 too merely stated that the allowance had ceased consequent upon the implementation of Desai Award, a fact which cannot be supported. In the circumstances it must be held that no notice for affecting change in conditions of service as required by Section 9-A was given.

The net result of the foregoing discussion is that in the absence of compliance of Section 9-A the concerned workmen Sri Om Prakash Gupta is entitled to the continued payment of Key Allowance at rate of Rs. 15/- per month for so long as the same is not discontinued in accordance with Law. I make my award accordingly. Accordingly, Sri Om Prakash will be paid the above allowance at the rate of Rs. 15/- per month with effect from December 1, 1962 (it was stopped from that date till it is discontinued as above). The Bank will pay the arrears within one month of the enforcement of this Award. The bank will also pay a sum of Rs. 100/- as costs of these proceedings.

Sd./- J. K. TANDON,

Presiding Officer.

6-10-64

[No. 51(82)/63-LRIV.]

S.O. 3720.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Lucknow, in respect of an industrial dispute between the employers in relation to the Central Bank of India Limited and their workmen which was received by the Central Government on the 12th October, 1964.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT LUCKNOW

PRESENT:

Sri J. K. Tandon, Presiding Officer.

ADJ. CASE No. 49 OF 1962 (CENTRAL)

In the matter of industrial dispute between the concern known as the Central Bank of India Ltd., Lucknow

Vs.

Their Workmen.

APPEARANCES:

For the employer: 1. Sri Chaman Lal Chopra, Law Officer, Central Bank of India Ltd., Lucknow.

- For the workmen:*
1. Sri Kameshwar Prasad Agarwal, Executive Member, U.P. Bank Employees Union, Varanasi Unit.
 2. Sri B. K. Porwal, Assistant Secretary.
 3. Sri H. L. Parvana, Assistant Secretary, All India Bank Employees' Association.

DISTRICT: Lucknow.

INDUSTRY: Banking.

Dated 1st October 1964

AWARD

The above case was referred originally by the Central Government *vide* Order No. 51(62)/61-LRIV, dated 23rd February 1962 to the Industrial Tribunal at Delhi where it proceeded upto a stage. From the Tribunal at Delhi it was transferred by the Central Government in March 1963 to the Industrial Tribunal at Dhanbad from where it was again transferred to this Tribunal *vide* Government Order No. 55(5)/63-LRIV, dated March 29, 1963.

The subject matter of dispute has been stated in these terms:—

MATTER OF DISPUTE

“Whether termination of employment of Shri Amar Nath Misra who was employed as an Assistant Cashier in the Varanasi Branch of the Bank was justified and if not to what relief is he entitled?”

Sri Amar Nath Misra was employed as Assistant Cashier in the Varanasi Branch of the Central Bank of India Ltd. The Bank suspended him with effect from 17th December 1956 on receipt of certain allegations against him by one Sri Parsottam Singh accusing him of forging certain papers and also of misappropriation of an amount of Rs. 2,500 from his Home Saving Bank Account. A complaint was also lodged against him by the Bank with the Police which resulted in his prosecution for offence under Sections 467, 468, 465/472 and 420 of the Indian Penal Code. The Assistant Sessions Judge held Sri Amar Nath Misra guilty of offences under Section 467 IPC as well as under Sections 468 and 420 IPC. He, therefore, awarded various terms of imprisonment aggregating to 10 years. The sentences, however, were made to run concurrently. The conviction was ordered on 9th March 1959 and on 14th March 1959 i.e. 5 days later, the Chief Agent of the Central Bank Lucknow made an order stating that in view of his conviction as above he was dismissed from service from the date of his conviction.

The other facts are that Sri Amar Nath Misra, who had been committed to prison as a result of his conviction preferred an appeal against the order of the Assistant Sessions Judge to the District and Sessions Judge Varanasi. It is stated that the appeal was preferred the same day i.e. on 9th March, 1959, thus upon an application by Sri Misra for the suspension of the order under appeal the Sessions Judge by an order of even date granted the request. The above order of the Sessions Judge was communicated to the Bank on 16th March 1959 by Sri Amar Nath Misra who had, in the mean time, been released on bail; but, as has already been noticed, the Bank had made the dismissal order against him effective from 9th March 1959 on March 14, 1959. While communicating to the Bank the order passed by the Sessions Judge, Sri Misra reiterated that he had been falsely implicated when he was completely innocent, further that the Sessions Judge had stayed the operation of the order passed by the Asstt. Sessions Judge. It was obvious that in sending the above communication to the Bank Sri Amar Nath Misra's intention was to stay the hands of the bank in taking any further action consequent upon his conviction. But on 3rd April 1959 the Chief Agent informed him that action had already been taken against him “in terms of the Sastri Award which cannot be departed from”. He, at the same time added that the matter will be reconsidered in the event of the revision of the order of the Trial Court if at all.

The Sessions Judge by order dated 19th April 1960 set-aside the decision of the Assistant Sessions Judge and remanded the case to the Assistant Sessions Judge for re-trial on merits. He held that “the expert evidence produced on behalf of the prosecution was evasive etc. and that the expert witness not having given his reasons the Trial Court will take care to obtain the specimen of hand-writing of the accused in his presence and send the same to an expert and decide the case on

its merits". Thereupon on 30th April 1960 Sri Misra wrote to the Bank asking the latter to reinstate him in view of his conviction and the sentence having been set-aside. The Chief Agent in reply informed Sri Misra on May 28, 1960 that he was unable to accept his request and also pointed out that though his conviction had been set-aside the Bank was entitled to take into account the circumstances leading to his alleged acquittal. Sri Amar Nath Misra next informed the Bank on 8th September 1960 that he had filed a revision against the order of remand by the Sessions Judge in the Hon'ble High Court at Allahabad wanting to show thereby that the part of the order of the Sessions Judge by which the directive for retrial was given was bad hence it did not alter the nature of his acquittal. His above revision Petition was decided by the Hon'ble High Court on 24th November 1960. The Court held that the order for retrial was uncalled for as it was never asked either by the state or by the applicant i.e. Sri Amar Nath Misra. It further held that there was no flaw or defect in the trial consequently there was no justification for ordering a retrial. The following extract from the judgement of the Hon'ble High Court may be useful at a subsequent stage in judging the pleas concerning the acquittal.

"..... The only evidence to prove that the applicant forged the signature of the withdrawer is that of an expert. The evidence of the expert was evasive and not clear and the Appellate Court rightly refused to act upon it. It observed that the conviction of the applicant on the evidence so existing could not be maintained. One would have expected it to proceed to acquit the applicant but it took the view which can be described only as an astonishing view, that when a serious offence is committed there must be re-trial after retrial until clinching evidence is produced. It observed that a case like this cannot be allowed to go without a proper trial and punishment in case the crime is proved and remanded the case for retrial. Further it was not the case for the prosecution at all that better evidence was available but was not produced for one reason or another and the appellate court went completely out of its jurisdiction to order the prosecution to produce more or better evidence against the applicant. If more or better evidence does not exist, the order of the appellate court suggests its creation by the prosecution. It is beyond comprehension how an appellate court could pass such an order".

I allow the application, set aside the order passed by the appellate court, allow the applicant's appeal and acquit him. The fine, if realised, shall be refunded."

On 7th January 1961 Sri Amar Nath Misra again approached the Bank for withdrawal of the dismissal order and for permitting him to resume his duties. He claimed that he had been honourably acquitted by the Court. To this the Bank replied on February 2, 1961 that it was necessary for the continuance of the services of a member of the Cash Department that he furnished a letter of guarantee for his acts and omissions from the present Treasurer. The earlier Treasurer was Raja Ajit Pratap Singh but was replaced later by Kanhyalal & Co. Lucknow. It was pointed out that Raja Ajit Pratap Singh had withdrawn his guarantee in his case, unless, therefore, a fresh guarantee was forthcoming, the condition necessary for his appointment was absent. A number of letters were addressed thereafter by Sri Misra to the Bank in which he reiterated his claim for reinstatement, at the same time blamed the bank of mala fide action in keeping him out of employment.

The withdrawal of guarantee by Raja Ajit Pratap Singh relied upon by the Bank was in these terms "in view of the forged withdrawal of Rs. 2,500 from the Home Saving Bank Account of Sri Parsottam Singh, I withdraw my guarantee letter from the Assistant Cashier above with immediate effect." It was dated 13th December 1956.

Sri Misra's allegation also is that in terms of Paragraph 505 of the Sastri Award it was incumbent on the employers to reinstate him once he had been acquitted by the court as however it did not do, on the contrary invoked the additional ground that he had lost their confidence. Referring to para 521 of the Sastri Award Sri Misra has contended that sub-para 9 and 10 had to be complied consequent upon his acquittal and an enquiry was necessary as, however, was never done. In these circumstances he has challenged the validity of the dismissal order which he holds to be mala fide and illegal.

The Bank also relies on Paragraph 521 of the Sastri Award which was in force at the relevant dates i.e. when Sri Misra was dismissed etc. Sub-para 2(B) of this para is that where an employee is convicted of an offence involving moral

turpitude he may be dismissed with effect from the date of his conviction or be given any lesser form of punishment provided for in Sub-paragraph 5.

We are not concerned in the instant case with these other punishments. Management's case is that Sri Misra having been convicted by the Assistant Sessions Judge by his order, dated 9th March 1959 for the offences under Sections 487, 468 and 420 IPC which involved moral turpitude the Bank was justified in dismissing him forthwith without any further enquiry etc. The actual date of the order is 14th March 1959. The Bank has pleaded that since the conviction was still outstanding on this date i.e. on 14th March 1959, neither the fact of appeal to the Sessions Judge nor the order suspending the sentence nor for the matter of that his acquittal subsequently by the High Court affected the validity of the dismissal order. Moreover, it has contended that the acquittal by the High Court was not on merits, on the contrary was declared on the ground that the Sessions Judge was not right in ordering a retrial when there was no request either by the prosecution or by the accused and it was no part of the duty of a court to require better evidence to be collected. In other words, the Bank has disputed that Sri Misra's acquittal was honourable. The other defences urged on behalf of the Bank are thus:—

Because the acquittal was ordered at the stage of revision, it is said, sub-paragraph 2(B) of para 521 of the Sastri Award was attracted which authorised the Bank to take action against the employee by terminating his services upon payment of three months pay and allowances. Consequently Sri Misra could not claim reinstatement. It is also urged that the absence of an enquiry under sub-paragraphs (9) and (10) of para 521 made no difference because the Tribunal will still decline to reinstate him if after the necessary enquiry by it the Tribunal is satisfied that removal was otherwise justified. The next defence is that an Assistant Treasurer has to be guaranteed by the Treasurer but Sri Misra failed to offer the guarantee while that furnished by the earlier Treasurer had been withdrawn. Therefore, too he was not entitled to be reinstated. Lastly it is contended that Sri Misra lost confidence of the management on account of his conduct, therefore, the latter otherwise too was entitled to terminate his services.

The following additional issues were framed:—

1. Was the sentence and conviction inflicted on Sri Misra in operation on 14th March 1959? If not, whether the order of dismissal founded as it was on the said conviction not protected by Clause (b) of Paragraph 521(2) of Sastri Award? Or
2. Did the order suspending the conviction make no difference so far as the power of the management to dismiss Sri Amar Nath Misra on the basis of the said conviction was concerned?
3. If the finding on the foregoing issues be that the dismissal order was good and valid, was it necessary for the Bank in view of the acquittal subsequently to institute an enquiry for misconduct by Sri Misra? Did the failure on the part of the Bank to institute any such enquiry render the dismissal order invalid?
4. In case the finding on the next preceding issue be that the dismissal order suffered on account of the absence of an enquiry by the Bank, should this Tribunal itself enter into merits? Is the dismissal order justified upon them?
5. Is the workman entitled to reinstatement or to any other relief? If so, to what?

Issue Nos. 1 to 5.

As would be noticed from the following discussion it will be convenient to take up all these issues together. Paragraph 521 of the Sastri Award on which either side has depended makes certain provisions. One of these to which reference was made earlier also authorised an employer where the employee is convicted of offences involving moral turpitude to dismiss him with effect from the date of his conviction. The other provision on which the workmen particularly have relied is in sub-para 2(d) and is to the effect that where an employee is acquitted on an appeal or revision the management shall review his case if the employee applies for reconsideration. Two alternatives are allowed to the management under its provision. One alternative is to reinstate the employee. The second is that where reinstatement is not decided, to proceed against him under sub-paragraphs (9) and (10) of the same paragraph, paragraphs (9) and (10)

prescribe the procedure for taking disciplinary action. A condition in them is that the employee shall be given a chargesheet setting forth the circumstances appearing against him. A date shall be fixed for enquiry, etc. At the enquiry witnesses will be examined and cross-examined by the parties and the employee can be represented by a representative or in restricted cases by a lawyer. The sub-para also lays down the circumstances under which the employee can be discharged.

Admittedly, Sri Misra was never given any chargesheet by the Bank nor was an enquiry, as contemplated in sub-paragraph (10) held against him. He was, however, prosecuted in the Criminal Courts for offences under Sections 467, 468 and 420 etc., of the Indian Penal Code and the Trial Court convicted him by its order dated 9th March 1959. No sooner he was convicted the Chief Agent relying on his above conviction ordered his dismissal on 14th March 1959 effective from the date of conviction. But he was already under suspension since 17th December 1958. The papers before the Tribunal further show that Sri Misra had appealed to the Session Judge immediately the Trial Court had ordered his conviction whereupon the Session Judge had stayed the operation of the sentence awarded to him. There is, however, no satisfactory proof that the Chief Agent, when he passed the dismissal order on 14th March 1959, was aware of the order by the Sessions Judge staying the operation of the sentence though it cannot be doubted that an order to that effect had in fact been made.

It was urged on behalf of the Bank that the fact of suspension of sentence by the Sessions Judge did not alter the situation so far as the employers authority to dismiss Sri Misra under sub-para 2(b) of para 521 was concerned since it entitled it to do so once there was a conviction. The Sessions Judge had at the most suspended the sentence awarded but the conviction which is distinct from the sentence was not nor could be suspended. That is, the conviction was still outstanding on 14th March 1958 when the particular order was made. It was also contended that even the order of the Sessions Judge getting aside the conviction afterwards or of the Honourable Court acquitting the accused failed to invalidate the order of dismissal which should be judged in the back-ground of the facts existing on 14th March 1959 i.e. the date on which it was made.

In my opinion, there is no necessity for answering these contentions as the case of Sri Misra will, in view of the appeal and revision by him and his acquittal in the later be governed by sub-para 2(b) of para 521 and not by sub-para (b). Since there was an appeal and also a revision by him and he obtained his acquittal in those proceedings sub-para 2(d) clearly applied to him. Then there were representations also by him to the Bank after the appeal and the Revision had been decided for a reconsideration of his case. Sub-para 2(d) completely covered these facts. It required the management to review his case and while doing so two alternatives were available to it, i.e. either to reinstate him or to proceed against him under sub-paragraphs (9) and (10) relating to discharge. The sub-paras provide that in the event of management deciding after enquiry not to continue the employee in service the employee shall be liable for termination with three months pay and allowances in lieu of notice.

The learned representative for the management candidly accepted that the circumstance of Sri Misra's conviction and acquittal later rendered sub-para 2(d) applicable to the case. He was not able to controvert the contention too that an enquiry as contemplated in sub-paragraph (10) and referred to in sub-para 2(b) was not done. Also he was unable to point out that if sub-para 2(d) was applicable as he admitted was, the management could do away with the necessity of an enquiry. But he has defended the order of dismissal on the ground that upon the facts attributed to Misra which amounted to gross misconduct he deserved no other or lesser penalty. He then proceeds to argue that keeping in view the dispute referred to the Tribunal for adjudication the whole matter is at large before the Tribunal which should if satisfied after itself assessing the evidence etc. that termination of service was not underserved it should refuse to interfere with it.

The law is well settled that in cases where an Industrial dispute is raised on the ground of dismissal and the same referred to a Tribunal for adjudication, the Tribunal will decide for itself in cases where there was no enquiry in fact by the employers whether the employee was indeed guilty of the misconduct and entitled to the penalty. See "Punjab, National Bank Ltd., Appellants V. All India Punjab National Bank Employees Federation and another Respondents A.I.R. 1960 Supreme Court 160." In the instant cases, there was no enquiry by the employers either at the time of making the order of dismissal or even subsequently when the acquittal had been ordered by the High Court. The workmen however, are distinguishable by the present case from a case of dismissal without enquiry in two ways. One

contention is that the Tribunal would refuse to make an enquiry into merits in view of the acquittal by the High Court and the conviction having been set aside earlier by the Sessions Judge. Their second contention is that sub-para 2(b) of paragraph 521 authorised the employer to inflict termination of service with three months pay and allowances which is not the same thing as dismissal.

In support of the first contention reliance is placed on paragraph 505 of the Sastri Award wherein it is observed that verdict of acquittal passed by a competent court should not be thrown aside lightly by the management in trying to institute departmental enquiries. It is contended that the powers of the Tribunal in this respect are no larger than of the management itself, hence it ought to refuse to make an enquiry particularly in view of the acquittal by the High Court.

There can be no doubt that findings on question of fact reached by competent courts of law should ordinarily be respected and not lightly interfered. These findings are reached after a proper trial and they are entitled to respect. As has been further observed in paragraph 505 ordinarily the management ought to reinstate an employee who has been acquitted and not itself enter upon a fresh enquiry. But the situation with which we are faced is very different. Can it be said in this case that there was an honourable acquittal or that there was a finding in favour of Sri Misra that he was not guilty of the charged levelled against him. The Trial Court had up-held his guilt but the Sessions Judge found that the expert evidence was not satisfactory, he, therefore, remanded the case. The High Court in revision disapproved the above course adopted by the Sessions Judge and then recorded acquittal because it considered that it was none the duty of courts to strive in getting better and more convincing evidence. It cannot be successfully urged that either the Session Judge or the High Court found that the accusations against Sri Misra were untrue or that he was free from the blame imputed to him. Thus his acquittal cannot be said to be a honourable acquittal. There was actually no finding that he had not committed the acts for which he was blamed or that he was free from them. Whatever finding if there was against him was by the Trial Court. Under the circumstances I am unable to accept that this was not a case in which the management would not be justified in instituting an enquiry or an Industrial Tribunal either would decline to examine the merits.

About the other contention by the workmen though it is true that an order of dismissal, as had been made in this case is different from termination of services contemplated in sub-para 2(b) the distinction is not of much avail here. Sub-para 2(b) requires that in the event of the management deciding after the necessary enquiry, not to continue the employee in service it may terminate the same by paying three months pay and allowances in lieu of notice. Therefore considering the fact that as the whole question, namely, the dismissal of Sri Misra, is at large before the Tribunal, the Tribunal's authority to make such order as the facts warranted is unaffected the management's order of dismissal notwithstanding. If according to the Sastri Award the proper thing to do was as provided in sub-para 2(d) the Tribunal will still be entitled to give effect to the same notwithstanding the incorrect action taken by the management. As a matter of fact it is the wrong order by the management which has provided the occasion to the Tribunal to embark upon an enquiry into the matter on merits, therefore to argue that the above order stood in the way of the Tribunal to grant an appropriate relief is self contradictory. The worker's above contention too must be over-ruled.

It is incumbent, therefore, to examine the facts which resulted in Misra's dismissal from service. But before I did so I deem it necessary to mention one fact. At the request and with the consent of the two parties, the depositions of Sri Parsotam Singh and two other witnesses, namely, Sarvari Baldeo Ji Nagar and Bindra recorded in the Session's trial against Sri Misra, have been read as evidence in these proceedings. The workman wanted, however, to cross-examine those witnesses further which was allowed to them.

Sri Bindra was the Agent of the Varanasi branch of the Bank during the relevant period while Sri Baldeo Ji Nagar was, on the material date, performing the duty of verifying the signatures of withdrawers on the withdrawal forms. Sri Parsotom Singh's complaint against Sri Misra was in respect of two items, one of Rs. 200/- and the other of Rs. 2,500/-. In the case of the latter his allegations and the evidence are that Sri Misra dishonestly and wrongfully by forging the necessary documents withdrew without his knowledge Rs. 2,500/- from his Home Savings Account. In the case of the item of Rs. 200/- the allegations ultimately are that when he opened his above account he had left Rs. 200/- with Sri Misra

who had promised to deposit the same in his account the next day when the Bank re-opened. The same, however, was not deposited by him.

Sri Misra as the evidence shows was known to Sri Parsottam Singh from long before the latter opened his account with the bank. Actually Sri Misra had introduced him to the bank and also completed on his behalf the necessary documents required for the opening of the account. The evidence further revealed that a sum of Rs. 5,600/- was initially deposited in the account on 28th September, 1956, but a sum of Rs. 500/- was withdrawn on September 28, 1956 from it. There is no trouble about this withdrawal which Sri Parsottam Singh also claims that he did affect. There is, however, the following incidents about it deposed to by Sri Parsottam Singh which are noteworthy. Sri Parsottam Singh's description is that he attended the bank on 28th September 1956 and as usual requested Sri Misra to help him to withdraw the amount of Rs. 500/-. Accordingly he gave him his Pass-Book and also completed the withdrawal form which was filled up etc. After a couple of hours Sri Misra delivered him Rs. 500/- and also returned the Pass Book. In the Pass Book, however, the withdrawal of Rs. 500/- was not entered, he (Sri Parsottam Singh) asked him the reason whereupon he was told that there was rush of work that day therefore the necessary entry would be made later. Sri Parsottam Singh then returned to his village believing Sri Misra's explanation.

Before some further facts deposed to by Sri Parsottam Singh and other witnesses are stated it would be of interest to mention that the withdrawal of Rs. 2,500/- in respect whereof Sri Misra has been charged with forgery etc. happened to relate to a period earlier than September 1956. The exact date is not quite clear but it was some time in June 1956. It, therefore, has been suggested and not without some force, that the entry regarding the withdrawal of Rs. 300/- was purposefully avoided in the Pass-Book as otherwise mystery about the withdrawal of Rs. 2,500/- would have revealed immediately, but Sri Misra was interested in hiding it.

Further facts as stated by Sri Parsottam Singh are that on 28th November 1956 he again attended the bank since he wanted to withdraw the entire amount of Rs. 5,100/- in order to affect purchase of a property. Under the rules governing Home Savings Account 10 days' previous notice is necessary for affecting a withdrawal of this extent. He could not find Sri Misra in the bank on that date he, accordingly got prepared the application for obtaining the sanction of the Agent which the Agent ultimately ordered on condition that a certain amount on account of interest was deducted from the amount in credit in the account. The application and the Pass Book with the withdrawal form for Rs. 5,100/- were thereafter presented in due course at the concerned counter where it was discovered after the necessary entries had been made in the Pass-Book that the balance available was Rs. 2,600/- only and not Rs. 5,100/-. The sum of Rs. 2,600/- was arrived at by deducting the amount of Rs. 2,500/- which had been withdrawn from the account in June 1956. The news, so it is stated that the balance available was Rs. 2,600/- only shocked Sri Parsottam Singh who immediately disowned any withdrawal of the amount of Rs. 2,500/- by him.

Sri Parsottam Singh's evidence is that Sri Misra was absent from the bank that day, he therefore, went to his village and stayed for the night at his house since he was absent. And on Misra's return he related the facts to him and also wanted to know how an amount of Rs. 2,500/- happened to disappear from his account. The following day Sri Parsottam Singh and Sri Misra attended the bank. Sri Parsottam Singh made some application also to the Agent disowning the withdrawal of Rs. 2,500/-. An enquiry was then set forth. It is not necessary to reproduce the long details given by this witness, but briefly he pointed out that the Agent of the bank to whom the controversy in respect of Rs. 2,500/- as also of Rs. 200/-, the latter had been left with Sri Misra to be deposited in Sri Parsottam Singh's account referred for necessary investigation. It is stated, that Misra had admitted before the Agent that the amount of Rs. 200/- had indeed been left with him by Sri Parsottam Singh to be deposited in his account but he could not do so. This amount, it is claimed Sri Misra ultimately paid to Sri Parsottam Singh. And as regards the withdrawal of Rs. 2,500/- it was revealed upon enquiry that Misra had presented the necessary application for sanction and also the withdrawal form and that the alleged signatures too of Sri Parsottam Singh on the withdrawal form had been verified by Sri Baldeo Ji Nagar at the instance and assurance of Sri Misra who had represented to him that Parsottam Singh had signed in his presence. The evidence also is that Misra had actually disbursed the amount of Rs. 2,500/- on the disputed withdrawal form a fact admitted by Sri Misra before the Tribunal also.

The testimony of Sri Bindra, the Agent, and of Sri Baldeo Ji Nagar, who are fully independent witnesses corroborate the above description. Sri Baldeo Ji Nagar affirmed that the withdrawal form for Rs. 2,500/- was put up to him for verification of Sri Parsottam Singh's signature by Sri Misra and that he had verified the same on Sri Misra's representation that Sri Parsottam Singh had signed in his presence. Sri Bindra too has stated that the withdrawal papers were put up before him by Sri Misra.

I do not find necessary to embark upon an exhaustive discussion of the testimony of these witnesses. I have carefully examined the same and also tested the facts in the back-ground of the circumstances and other surrounding facts. I am convinced that the description as disclosed in their depositions is substantially correct. They have satisfactorily proved that Sri Parsottam Singh who has now denied any hand in the withdrawal of Rs. 2,500/- was indeed actively in it. He even disbursed the amount and verified the signatures. His conduct in avoiding the withdrawal of Rs. 500/- to be entered in the Pass Book furnished yet another circumstance that he was in all probability instrumental in wrongfully withdrawing Rs. 2,500/-. One may not ignore the fact also that at the relevant time *i.e.* when this withdrawal took place, he was in need of money to perform the wedding of his daughter. There are thus very reasonable grounds for believing that Misra had dishonestly appropriated the above sum of Rs. 2,500/-.

The above conduct of Sri Misra was sufficient to justify his removal from the bank's service. Banks have to deal with the general public and unless the dealings and the actions of their servants are straight forward and honest, the public will lose confidence in them and also endanger the Banks' existence. Any person reasonably found guilty of dealings as here does not deserve to be kept in the service of the bank. Naturally too, once the episode was out, the Treasurer as well on whose guarantee his continuance in service depended withdrew his guarantee. If in such circumstances the bank put an end to his services, the management's action could not be termed unjustified.

The question may arise about the order which should be passed here. It is impossible to concede the claim of the workman for reinstatement in the face of his above conduct. At the same time the order of dismissal inflicted by the management on 9th March 1959 was not sustainable. The dismissal was rendered inappropriate the moment the conviction was set-aside. The right course in the above situation was to proceed against him under sub-para 2(b) of para 521 of the Sastri Award. Under its provisions the management had authority, after necessary enquiry, to inflict termination of service with three months' notice treating at the same time the intervening period as period of suspension. Unfortunately the management did not adopt that course but stuck to the dismissal order previously passed. It further supported its stand by pointing out that security as required in his case, was not forthcoming from the Treasurer.

It is not possible to uphold the management's action in not following the procedure of sub-para 2(b) but keeping before us the seriousness of the allegations against Sri Misra which have appeared substantially true it was not permitted to put him back on his post. Considering every aspect of the matter, including the seriousness of the charge, its correctness substantially and above over all intention behind sub-para 2(b) itself I am of the view that the end of justice and fair play would be sufficiently met by providing that Sri Misra's services will be deemed to have been determined as though the same had been terminated with three months pay. Also the period up to one month after the date of decision of the Revision Petition by the Hon'ble High Court will be deemed period of suspension. In fixing the above period I have kept regard of the fact that had any proceedings been held under sub-para 2(b) that much time would have been occupied.

I make the award in the above terms. In this case the bank had to incur considerable expense. Therefore, considering every facts as well as the final result of the proceedings I direct the workman will pay a sum of Rs. 200/- (Two hundred) as costs of the proceedings to the bank. The bank can deduct the same from the amount which may be payable to Sri Misra on account of subsistence allowance and three months pay admissible to him under the above terms

(Sd.) J. K. TANDON,
Presiding Officer.
1-10-64.

[No. 51(62)/61-LRIV.]

ORDERS

New Delhi, the 12th October 1964

S.O. 3721.—Whereas the employers in relation to the Bombay Port Trust, Bombay and the Bombay Port Trust General Workers' Union have jointly applied to the Central Government for reference of an industrial dispute between them to a Tribunal in respect of the matter set forth in the said application and reproduced in the Schedule hereto annexed;

And, whereas the Central Government is satisfied that the said Bombay Port Trust General Workers' Union represents a majority of the workmen;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay constituted under section 7A of the said Act.

SCHEDULE

Whether there is any justification for the grant of risk allowance to the Assistant Cashier, Bunders, and to the indoor clerks of the Docks Department employed as Cash Receivers in the Cash Offices in the Docks having regard to the Trustees' Resolution No. 687 of 1946 and the Award of the learned Arbitrator Shri F. Jeejeebhoy relating to demand No. 19 in Arbitration No. 2 of 1959 between the Trustees of the Post of Bombay and their employees represented by the Bombay Port Trust Railwaymen's Union? If so, what should be the quantum of such allowance?

[No. 28/99/64/LR.IV.]

S.O. 3722.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Sagma Quarry at Satna of Messrs Dyer's Stone Lime Company (Private) Ltd. and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay constituted under section 7A of the said Act.

SCHEDULE

- (1) Whether the management was justified in retrenching Shri Jogeshwar son of Biru and Shrimati Bisanian wife of Mathuria, with effect from 16th August, 1964?
- (2) If not, to what relief are the workmen entitled?

[No. 22/35/64-LR-II.]

S.O. 3723.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Concord of India Insurance Company Limited, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Delhi, constituted under section 7A of the said Act.

SCHEDULE

Whether the scale of pay and dearness allowance of the subordinate staff employed in the Concord of India Insurance Company Limited, New Delhi require any revision and, if so, to what extent and from what date?

[No. 70(12)/64-LR.IV.]

New Delhi, the 19th October 1964

S.O. 3724.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Life Insurance Corporation of India, Calcutta and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad constituted under section 7A of the said Act.

SCHEDULE

(1) Whether the demands of the Calcutta Division Life Insurance Employees Association for absorption and confirmation of the following 202 employees and for the grant of benefits as admissible to Class IV staff to them are justified? If so, to what relief are all or any of the workmen entitled and from which date?

- | | |
|--------------------------------|---------------------------------|
| 1. Sri Kanaiya Lal Tewari | 54. Sri Sadhan Ghosh |
| 2. Sri Bhuneswar Tewari | 55. Sri Karunamoy Bhattacharjee |
| 3. Sri Bijoy Ch. Das | 56. Sri Akhil Ch. Saha |
| 4. Sri Mantu Maity | 57. Sri Ganesh Ch. Sahu |
| 5. Sri Subodh Ch. Sarkar | 58. Sri Nirmal Ch. Ghosh |
| 6. Sri Durga Singh | 59. Sri Sankar Mullick |
| 7. Sri Ramnath Missir | 60. Sri Prosanta Bose |
| 8. Sri Ananta Lal Ojha | 61. Sri Ramabatar Singh |
| 9. Sri Trideo Singh | 62. Sri Ramani Kundu |
| 10. Sri Ramapada Chakraborty | 63. Sri Krishna Bhattacharjee |
| 11. Sri Ramayan Ahir | 64. Sri Sisir Kr. Maity |
| 12. Sri Abdul | 65. Sri Subal Ch. Ghosh |
| 13. Sri Kulamoni Behara | 66. Sri Arun Sen Gupta |
| 14. Sri Sanatan Behara | 67. Sri Mahadeb Dey |
| 15. Sri Ram Prosad | 68. Sri Shyama Ch. Dey |
| 16. Sri Kristo Gochait | 69. Sri Sudhangsu Chakraborty |
| 17. Sri Mansuri Lal | 70. Sri Dulal Mukherjee |
| 18. Sri Ram Bharoci | 71. Sri Raghunath Das |
| 19. Sri Roshan Lal | 72. Sri Lakshmi Pada Bose |
| 20. Sri Pura Lal | 73. Sri Harendra Ch. Gain |
| 21. Sri Nand Kishore Gochait | 74. Sri Sanat Roy |
| 22. Sri Bansidhar Gochait | 75. Sri Jugal K. Banick |
| 23. Sri Babban | 76. Sri Himangshu Debnath |
| 24. Sri Babaji Charan Gochait | 77. Sri Sujit Das Gupta |
| 25. Sri Rajpati | 78. Sri Ram Sahay Thakur |
| 26. Sri Sumeri Lal | 79. Sri Niranjan Ch. Dey |
| 27. Sri Panna Lal | 80. Sri Manoj Mitra |
| 28. Sri Prosadi | 81. Sri Manoranjan Chatterjee |
| 29. Sri Manick Chand | 82. Sri Satyendra N. Kundu |
| 30. Sri Ramlal Balmiki | 83. Sri Sushil Das Gupta |
| 31. Sri Dayanidhi Gochait | 84. Sri Phanindra N. Manna |
| 32. Sri Iswar Harijan | 85. Sri Manick Chatterjee |
| 33. Sri Rabindra Hazra | 86. Sri Abanti Paramanick |
| 34. Sri Sombaria Mandras | 87. Sri Dinesh Ch. Roy |
| 35. Sri Phiringi Bhanepur | 88. Sri Manick L. Chakraborty |
| 36. Sri Sukhia Prosad | 89. Sri Rabindra N. Ghosh |
| 37. Sri Birbal Ahir | 90. Sri Narayan Ch. Gope |
| 38. Sri Ajit Kr. Dutta | 91. Sri Asok Kr. Nag |
| 39. Sri Kamala Prosad Misra | 92. Sri Sankar Roy |
| 40. Sri Himanshu Bh. Choudhury | 93. Sri Bijoy Sarkar |
| 41. Sri Pabitra Chatterjee | 94. Sri Provash Bhattacharjee |
| 42. Sri Manmotha Routh | 95. Sri Subodh Ghose |
| 43. Sri Tinkori Bhowmick | 96. Sri Pashupati Rudra |
| 44. Sri Haradhan Debnath | 97. Sri Indra Deo Singh |
| 45. Sri Akhil Ahir | 98. Sri Indra Kr. Ojha |
| 46. Sri Krishnapada Das | 99. Sri Bijon Das Gupta |
| 47. Sri Sri Mukul Chakraborty | 100. Sri Nihar R. Sarkar |
| 48. Sri Krishnapada Curu | 101. Sri Ajit Banerjee |
| 49. Sri Anil Kumar Das | 102. Sri Khagendra N. Patra |
| 50. Sri Surendra N. Nayak | 103. Sri Tushar Kr. Sen |
| 51. Sri Rabin Chakraborty | 104. Sri Sunil Ghose |
| 52. Sri Panchanan Sarkar | 105. Sri Kartick Ch. Paul |
| 53. Sri Gopal Ch. Ghosh | 106. Sri Ajit Kr. Dutta |

107.	Sri Rabindra N. Dhara	155.	Sri K. L. Bhattacharjee
108.	Sri Biswanath Bhattacharjee	156.	Sri Robi Hazra
109.	Sri Bharat Majhi	157.	Sri G. C. Sarkar
110.	Sri Ashit R. Dutta	158.	Sri N. Das
111.	Sri Dharendra N. Sarkar	159.	Sri B. Roy
112.	Sri Murari M. Mukherjee	160.	Sri N. G. Sharma
113.	Sri Nemai Chatterjee	161.	Sri D. Chakraborty
114.	Sri Kalidas Mukherjee	162.	Sri P. R. Sanyal
115.	Sri Bankim Poddar	163.	Sri H. Mukherjee
116.	Sri Khagen Maity	164.	Sri P. D. Bhattacharjee
117.	Sri Sushil Kr. Dey	165.	Sri L. C. Mahato
118.	Sri J. Jana	166.	Sri B. K. Seal
119.	Sri S. Mitra	167.	Sri K. Maity
120.	Sri Suren Jana	168.	Sri N. R. Das
121.	Sri R. C. Nayak	169.	Sri B. C. Das*
122.	Sri S. K. Bose	170.	Sri S. Roy
123.	Sri S. P. Bose	171.	Sri S. Ghose
124.	Sri A. C. Kali	172.	Sri K. Prosad
125.	Sri P. C. Das	173.	Sri T. Chakraborty
126.	Sri D. Chakraborty	174.	Sri K. S. Mazumdar
127.	Sri P. C. Mukherjee	175.	Sri S. M. Mondal
128.	Sri R. B. Mondal	176.	Sri T. Roy Choudhury
129.	Sri S. R. Sarkar	177.	Sri L. N. Ghose
130.	Sri I. B. Das	178.	Sri S. K. Chakraborty
131.	Sri B. C. Boral	179.	Sri A. C. Nath
132.	Sri G. Maity	180.	Sri B. K. Sarkar
133.	Sri R. K. Bhattacharjee	181.	Sri H. Ghoshal
134.	Sri B. Singhr	182.	Sri D. K. Biswas
135.	Sri P. K. Jana	183.	Sri S. Bhattacharjee
136.	Sri Sunil Biswas	184.	Sri S. Bhattacharjee
137.	Sri R. P. Bagchi	185.	Sri Bankim Poddar
138.	Sri Anil Dey	186.	Sri Abhimanyu Naskar
139.	Sri Haradhan Ghoshal	187.	Sri Bharat Maji
140.	Sri C. Banerjee	188.	Sri Golak Behari Paul
141.	Sri A. Biswas	189.	Sri Dulal Roy Choudhury
142.	Sri Ram G. Sharma	190.	Sri Barun Kanti Das
143.	Sri B. G. Mazumder	191.	Sri Nihar Ranjan Chatterjee
144.	Sri B. Bose	192.	Sri Sukomalendu Ghosh
145.	Sri S. N. Banerjee	193.	Sri Subedar Ansari
146.	Sri B. N. Chakraborty	194.	Sri Bhagwati Pandit
147.	Sri U. Barick	195.	Sri Pradyut Kr. Halder
148.	Sri D. Choudhury	196.	Sri Nani Gopal Debnath
149.	Sri A. Banerjee	197.	Sri Mridulananda Banerjee
150.	Sri R. Kundu	198.	Sri Mrinal Chowdhury
151.	Sri J. R. Das	199.	Sri Jagadish Saha
152.	Sri Bimal Banerjee	200.	Sri Birendra Nath Chakraborty
153.	Sri K. C. Santra	201.	Sri Basanta Banerjee
154.	Sri K. N. Halder	202.	Sri Manabendra Halder.

(2) Whether the Life Insurance Corporation of India, Calcutta is justified in retrenching with effect from the dates shown against each the following 17 persons employed on daily rated basis? If not, to what relief are they or any of them entitled?

S. No.	Name	Date of retrenchment
1.	Sri Abhimanyu Naskar	29-6-63.
2.	Sri Bharat Maji	29-6-63.
3.	Sri Golak Behari Paul	25-6-63.
4.	Sri Dulal Roy Choudhury	29-6-63.
5.	Sri Barun Kanti Das	28-6-63.
6.	Sri Nihar Ranjan Chatterjee	1-7-63.
7.	Sri Sukomalendu Ghosh	29-6-63.
8.	Sri Subedar Ansari	25-6-63.
9.	Sri Bhagawati Pandit	4-7-63.
10.	Sri Pradyut Kr. Halder	1-7-63.
11.	Sri Nani Gopal Debnath	1-7-63.
12.	Sri Mridulananda Banerjee	1-7-63.
13.	Sri Mrinal Chowdhury	1-7-63.
14.	Sri Jagadish Saha	1-7-63.
15.	Sri Birendra Nath Chakraborty	5-7-63.
16.	Sri Basanta Banerjee	4-7-63.
17.	Sri Manabendra Halder	5-7-63.

[No. 70(9)/63-LRIV.]
O. P. TALWAR, Under Secy.

MINISTRY OF PETROLEUM AND CHEMICALS

New Delhi, the 8th October 1964

S.O. 3725.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State to Kanpur in Uttar Pradesh State, a pipeline should be laid by the Indian Oil Corporation Limited and that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land described in the Schedule annexed hereto.

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the Competent Authority, Special Land Acquisition Officer, C/o Indian Oil Corporation Limited, P.O. Hathidah, District Patna. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

State : Bihar			District : Patna			Thana : Maner		
Village with thana No.	Survey No. (Plot No.)	Extent in acre	Village with thana No.	Survey No. (Plot No.)	Extent in acre			
Ibrahimpur No. 61 Th. Maner	190	0.37	Ibrahimpur No. 61— <i>contd.</i>	86	0.03			
	191	0.18		215	0.02			
	192	0.005		216	0.05			
	185	0.065		229	0.17			
	184	0.24		230	0.09			
	183	0.015		231	0.07			
	182	0.005		232	0.085			
	181	0.04		234	0.04			
	176	0.06		237	0.07			
	175	0.025		238	0.08			
	170	0.05		242	0.08			
	171	0.045		243	0.125			
	172	0.025		246	0.025			
	204	0.09		245	0.195			
	205	0.07		244	0.02			
	206	0.07		439	0.285			
	113	0.065		438	0.04			
	112	0.065		254	0.15			
	110	0.09						
	109	0.07						
	108	0.06						
	107	0.06						
	106	0.045						
	105	0.18						
	104	0.095						
	98	0.11						
	97	0.07						
	96	0.05						
94	0.045							
91	0.12							
90	0.14							
89	0.05							
88	0.08							
87	0.035							
			Bisarpur No. 127 Th. Bikaram	1305	0.14			
				1267	0.12			
				1266	0.035			
				1265	0.06			
				1264	0.02			
				1263	0.14			
				1260	0.19			
			1259	0.09				
			1258	0.05				
			1304	0.01				
			1257	0.005				
			1268	0.01				
			1262	0.005				

Village with thana No.	Survey No. (Plot No.)	Extent in acre	Village with thana No.	Survey No. (Plot No.)	Extent in acre
Sadisopur No. 62 Th. Maner	358 356 355 354 352 350 351 348 421 422 423 436 430 431 432 433 434 445 446 447 448 460 461 466 970 968 966 967 965 963 961 959 958 957 956 955 954 360 357 420 424 462 960 941	0.06 0.12 0.13 0.05 0.01 0.16 0.09 0.175 0.05 0.01 0.22 0.155 0.01 0.035 0.06 0.14 0.145 0.11 0.03 0.065 0.07 0.04 0.34 0.03 0.09 0.32 0.11 0.002 0.06 0.135 0.11 0.145 0.155 0.145 0.14 0.14 0.10 0.002 0.002 0.002 0.002 0.002 0.002 0.001	Gonewan Th. Bikaram No. 135— <i>contd.</i>	1936 1938 1937 1939 1941 1944 2029 2028 2027 2026 2025 2024 2061	0.21 0.015 0.04 0.135 0.08 0.125 0.08 0.135 0.28 0.18 0.08 0.15 0.36
			Ghanshampur Th. Bikaram No. 136	55 53 56 54 58 57 61 62 63 88 89 87 90 92 94 95 96 323 322 321 318 320 325 326 327 328 329 445 444 535 442 441 440 368 369 370 371 365 375 376 362 377 388 389 391 395 396 400 401 404 405	0.09 0.025 0.02 0.025 0.08 0.09 0.11 0.01 0.18 0.09 0.03 0.01 0.18 0.105 0.09 0.08 0.07 0.015 0.16 0.02 0.06 0.01 0.001 0.16 0.22 0.03 0.03 0.14 0.005 0.21 0.07 0.13 0.02 0.07 0.06 0.03 0.14 0.02 0.12 0.03 0.18 0.01 0.12 0.07 0.15 0.05 0.05 0.114 0.005 0.05
Gonawan Th. Bikaram No. 135	280 281 279 278 99 100 101 103 151 150 149 147 143 142 118 122 121 251 1934 1935	0.07 0.005 0.14 0.04 0.17 0.26 0.07 0.25 0.10 0.06 0.05 0.12 0.095 0.12 0.285 0.08 0.18 0.025 0.21 0.16			

Village with thana No.	Survey No. (Plot No.)	Extent in acre	Village with thana No.	Survey No. (Plot No.)	Extent in acre
Ghansampur Th.— Bikaram No. 136— <i>contd.</i>	414 415 412 319 522	0·08 0·055 0·065 0·095 0·015	Makhdumpur No. 75 — <i>contd.</i>	346 394 350 351 391 389 390 382 388 387 386 385 384 376 375 373 374 377 372 745 702 703 704 740 825 739 826 850 827 828 829 830 831 838 832 837 833 834 835 1151 1147 1146 1150 1148 1149 1120 1127 1139 1154 1138 1128 1129 1126 1130 1274 1275 1281 1282 1263 1284 1285 1290 1292 1288 1293	0·002 0·015 0·23 0·095 0·04 0·23 0·002 0·01 0·09 0·23 0·015 0·17 0·06 0·15 0·03 0·17 0·08 0·04 0·002 0·335 0·085 0·09 0·07 0·005 0·08 0·25 0·23 0·09 0·02 0·06 0·10 0·07 0·03 0·015 0·06 0·045 0·02 0·025 0·15 0·16 0·025 0·002 0·02 0·15 0·07 0·02 0·065 0·002 0·02 0·01 0·10 0·04 0·005 0·16 0·04 0·09 0·09 0·23 0·01 0·04 0·08 0·08 0·025 0·18
Babupur Th.— Bikaram No. 137	746 553 684 668 669 667 670 665 664 663 660 659 658 657 649 573 572 571 570 568 566 565 564 563 580 581 685	0·068 0·02 0·05 0·04 0·14 0·01 0·19 0·08 0·09 0·02 0·065 0·13 0·05 0·005 0·045 0·29 0·125 0·095 0·11 0·215 0·035 0·22 0·34 0·035 0·02 0·02 0·001			
Raunian Th.—Bikaram No. 140.	81 79 78 3 77 76 2301 6 5 4 10 9 11 12 13 14 15 17 16 19 20 47 48 49 41 40 51	0·005 0·45 0·08 0·08 0·16 0·12 0·05 0·075 0·182 0·16 0·045 0·30 0·17 0·17 0·18 0·06 0·10 0·035 0·115 0·26 0·015 0·16 0·12 0·145 0·003 0·07 0·02			
Makhdumpur No. 75 Th. Maner	401 400 395	0·21 0·02 0·34			

Village with thana No.	Survey No. (Plot No.)	Extent in acre	Village with thana No.	Survey No. (Plot No.)	Extent in acre
Mkahdumpur No. 75 —contd.	1437	0.44	Karai Th.—Bikaram No. 141—contd.	55	0.23
	1430	0.02		35	0.002
	1429	0.06		39	0.001
	1428	0.08			
	1424	0.16	Purainla No. 77 Th. Maner	2040	0.02
	1425	0.002		2041	0.053
	1422	0.05		2044	0.43
	1423	0.065		2082	0.10
	1421	0.07		2083	0.09
	1420	0.08		2084	0.06
	1416	0.0525		2039	0.002
	1417	0.06			
	1413	0.03			
	1409	0.03	Neuri No. 76 Th. Maner	331	0.06
	1408	0.09		332	0.425
	1407	0.06		361	0.11
	1383	0.16		366	0.01
	1406	0.005		367	0.12
	1384	0.07		368	0.125
	1377	0.02		295	0.33
	1378	0.05		374	0.04
	1380	0.22		375	0.27
	2468	0.065		376	0.04
	2469	0.03		377	0.18
	2467	0.07		373	0.003
	2475	0.49		380	0.01
	2477	0.06		381	0.055
	2478	0.02		382	0.08
	2480	0.06		244	0.06
	2481	0.04		236	0.03
	2482	0.08		623	0.005
	2483	0.05		219	0.135
	2484	0.05		220	0.125
	2485	0.11		221	0.20
	383	0.002		218	0.095
	2486	0.002		217	0.045
	2498	0.002		60	0.03
	2499	0.17		207	0.10
	2500	0.055		206	0.055
	2501	0.11		208	0.04
	2516	0.03		205	0.27
	2517	0.19		200	0.002
	2518	0.045		204	0.12
	836	0.001	Neuri No. 76	738	0.125
				739	0.04
				715	0.12
	1283	0.002		732	0.02
	1291	0.002		731	0.015
	1294	0.002		716	0.08
	1381	0.001		717	0.075
	1152	0.002		718	0.037
	1427	0.002		719	0.065
				706	0.005
				705	0.05
				721	0.035
				687	0.01
				688	0.055
				689	0.055
				690	0.055
				691	0.10
				941	0.035
				934	0.06
				935	0.075
				936	0.12
				1007	0.085
Karai Th.—Bikaram No. 141	16	0.22			
	15	0.315			
	14	0.135			
	13	0.005			
	36	0.067			
	37	0.14			
	38	0.06			
	42	0.02			
	60	0.015			
	59	0.16			
	57	0.025			
	58	0.105			
	56	0.025			

Village with thana No.	Survey No. (Plot No.)	Extent in acre	Village with thana No.	Survey No. (Plot No.)	Extent in acre
Neuri No.76—Contd.	1008	0·075	Neuri No. 76—Contd.	1219	0·06
	1009	0·095		1252	0·04
	1010	0·09		1268	0·02
	1012	0·07		1270	0·26
	1013	0·16		1271	0·21
	993	0·03		1162	0·025
	1015	0·05		1286	0·06
	1235	0·165		720	0·045
	1234	0·13		930	0·01
	1233	0·005		1006	0·01
	1228	0·20		1221	0·005
	1229	0·06		1163	0·005
	1230	0·005		1273	0·005
	122	0·09		1236	0·005
	1220	0·17		1014	0·002

[No. 31/47/63-ONG.]

New Delhi, the 9th October 1964

S.O. 3726.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 3346 dated the 10th September 1964 under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines;

And whereas the competent authority has, under sub-section (i) of section 6 of the said Act, submitted report to the Government;

And, whereas, the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (i) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands, shall instead of vesting in the Central Government, vest on the date of the publication of this declaration in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

State,—UTTAR PRADESH

Tahsil.—BINDKI

Distt.—FATEH PUR

Village	Survey No.	Extent
		B. B. B.
1. UMARGAHNA	326	0 6 15
	446	0 0 15
	447	0 3 5
2. HARDAUR PUR	195	0 9 7
	297	0 5 12
	298	0 11 14
	238	1 5 15
	244	0 17 0
	253	0 19 17

Village	Survey No.	Extent
		B.B.B.
3. RAM PUR	226 252 255	0 1 6 0 7 0 0 2 4
4. AUNG	119	1 6 0
5. KHADARA	26	0 1 10
6. BASAWAN PUR	210 211	0 2 5 0 4 10
7. SADI PUR	437 623 640/605	0 2 11 0 1 7 0 7 13

[No. 31/50/63-ONG.Vol.9.]

New Delhi, the 13th October 1964

S.O. 3727.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 3035 dated the 25th August 1964 under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And, whereas, the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (i) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands, shall instead of vesting in the Central Government, vest on the date of the publication of this declaration in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

State—UTTAR PRADESH

Distt.—KANPUR;

Tahsil—KANPUR.

Village	Survey No.	Extent	Village	Survey No.	Extent
		B.B.B.			B.B.B.
1. Burhpur Machharia.	591/9 610 619/5 619/9 619/11 622/2 720 723 724 725 726/2 734 735	0 9 10 0 1 0 1 8 10 0 14 0 0 6 0 0 16 10 0 0 5 1 1 0 0 14 0 0 4 0 1 8 10 0 1 0 0 1 0	Burhpur Machharia— <i>contd.</i>	736 738 739 742 743 766 767 771 772 773 774 775 776	0 1 0 0 0 5 0 3 5 0 2 0 0 6 0 0 7 5 0 9 10 0 1 0 0 3 0 0 1 0 0 4 0 0 3 0 0 1 0

Village	Survey No.	Extent	Village	Survey No.	Extent
B.B.B.			B.B.B.		
1. Burhpur Machharja— <i>Contd.</i>	777	0 4 10	2. Barra— <i>Contd.</i>	1211	0 3 0
	778	0 5 0		1212	0 4 0
	779	0 1 5		1213	0 14 0
	780	0 0 10		1214	0 0 10
	867	0 3 0		1216	1 14 0
	868	1 1 0		1253	0 2 0
	872	0 19 0		1255	0 4 10
	873	1 15 0		1256	0 5 10
2. Barra . . .	460	0 4 0		1257	0 11 0
	461	0 2 0		1258	0 8 0
	462	0 1 10		1260	0 9 10
	463	0 0 5		1261	1 3 10
	464	0 8 0		1262	0 6 10
	465	0 3 0		1289	0 0 5
	466	0 1 0			
	467	0 13 0	3. Gujaini . . .	284	2 14 0
	472	0 5 0		474	0 0 5
	474	0 4 10		475	0 0 5
	475	0 4 10		476	0 8 5
	476	0 8 0		477	0 8 0
	477	0 3 0		478	0 0 10
	479	0 13 0		479	0 1 15
	480	0 9 0		480	0 2 5
	482	0 8 0		483	0 5 0
	483	0 8 0		484	0 5 0
	484	0 6 0		487	0 8 10
	574	0 2 0		489	0 11 5
	598	0 2 0		498	0 9 10
	600	0 6 5		504	0 1 10
	601	0 8 10		505/1	0 11 5
	602	0 5 0		508	0 5 0
	605	0 9 0		510	0 2 0
	607	0 9 10		517/1	0 19 0
	608	0 8 0		702	0 0 15
	609	0 6 5		703	0 11 10
	636	0 7 0		704	0 8 5
	637	0 1 0		705	0 0 5
	679	1 15 0		707	0 10 10
	682	0 2 0		708	0 12 0
	871	0 5 0		726	0 1 0
	872	0 4 10		727	0 6 0
	873	0 11 0		728	0 3 0
	874	0 2 0		729	0 5 0
	875	0 1 0		730	0 6 0
	876	0 5 0		731	0 3 10
	877	0 0 5		1119	0 5 0
	878	0 16 0		1120	0 18 0
	882	0 3 10		1121	0 1 10
	883	0 0 15		1122	0 3 0
	884	1 4 0		1124A	0 12 0
	893	0 1 10		1124B	0 1 0
	1023	0 5 0		1137/1	0 13 0
	1029	0 5 0		1140	0 4 10
	1030	0 5 0		1141	0 1 0
	1031	0 9 0		1142	0 10 0
	1033	0 1 10		1143	0 0 15
	1118	0 13 0		1146	0 11 5
	1119	0 8 0		1147	0 4 0
	1166	0 1 0		1148	0 6 10
	1179	0 3 0			
	1199	0 8 0	4. Naubasta . . .	27	1 1 10
	1200	0 14 0		36	0 6 15
	1201	0 11 0		47	0 1 10
	1205	0 3 0		54	0 11 10

Village	Survey No.	Extent	Village	Survey No.	Extent
5. Shah Pur Mohsan Pur	570	0 5 0	5. Shah Pur Mohsan Pur—	574	0 0 10
	572	0 3 0	Contd.	843/1	1 3 0
	573	0 10 0		857	0 12 0

[No. 31/50/63-ONG. Vol. 11.]

S.O. 3728.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State and Haldia Port in Calcutta in West Bengal State, pipelines should be laid by the Indian Oil Corporation Limited and that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto.

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the competent authority, 9, Syed Amir Ali Avenue, Calcutta-17 in the office of the Indian Oil Corporation Limited. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

STATE—WEST BENGAL DISTT.—BURDWAN TEHSIL/THANA—JAMURIA.

Village	Survey No. (Plot No.)	Extent (area)	Village	Survey No. (Plot No.)	Extent (area)
Kunustara J.L. 54	394	.02	Kunustara J.L. 54—Contd.	745	.14
	396	.06		941	.16
	397	.04		1422	.10
	398	.14		1423	.12
	646	.30		1424	.02
	648	.01		1487	.09
	660	.09			

[No. 31/33/63-ONG-Vol.18.]

New Delhi, the 16th October 1964

S.O. 3729.—Whereas by notifications of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 1089, dated the 19th March, 1964 and S.O. No. 2937, dated the 13th August, 1964 under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to these notifications for the purpose of laying pipelines;

And whereas the competent authority has, under sub-section (i) of section 6 of the said Act, submitted report to the Government;

And, whereas, the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (i) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification is

hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands, shall instead of vesting in the Central Government, vest on the date of the publication of this declaration in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

State—UTTAR PRADESH

District—ALLAHABAD

Tahsil—SIRATHU

Village	Survey No.	Extent	Village	Survey No.	Extent
		B.B.B.			B.B.B.
I. Syara Mithepur	1832	0 0 10	I. Syara Mithepur—Contd.	2082	0 8 10
	1835	0 10 10		2083	0 4 0
	1836	0 0 5		2085	0 4 0
	1848	0 1 10		2086	0 8 0
	1850	0 10 10		2087	0 12 10
	1851	0 2 10		2097	0 8 0
	1852	0 10 0		2098	0 4 10
	1853	0 1 10		2099	0 5 0
	1874	0 0 5		2102	0 5 0
	1875	0 7 0		2117	0 12 0
	1876	0 7 0		2118	0 8 10
	1884	0 0 10		2137	0 15 10
	1886	0 1 0		2900	0 0 5
	1887	0 6 0		2904	0 0 10
	1888	0 0 10		2906	0 15 0
	1893	0 8 0		2912	0 14 10
	1895	0 6 0		2916	0 2 10
	1994	0 13 10		2917	0 2 10
	1007	0 4 0		2923	0 1 0
	2009	0 4 5		2924	0 1 0
	2010	0 0 10		2925	0 2 0
	2011	0 11 0		2926	0 3 10
	2014	0 4 0		2928	0 7 0
	2015	0 5 0		2929	0 1 0
	2016	0 0 5		2930	0 1 0
	2018	0 6 0		2931	0 1 0
	2021	0 7 10		2932	0 2 0
	2022	0 0 15		2933	0 0 5
	2027	0 2 15		2934	0 6 0
	2029	0 3 10		2936	0 5 10
	2030	0 3 0		2937	0 3 0
	2038	0 0 5		2938	0 1 0
	2039	0 0 5		2939	0 2 0
	2040	0 3 10		2942	0 1 10
	2041	0 1 10		2964	0 5 0
	2042	0 2 0		2991	1 4 0
	2043	0 3 0		2995	0 14 0
	2061	0 2 0		2996	0 1 10
	2062	0 4 10		2997	0 0 10
	2063	0 5 0		2998	0 2 0
	2064	0 1 0		3357/1836	0 7 10
	2913	0 0 5		2915/3	0 3 10

[No. 31/50/63-ONG-Vol.2.]

P. P. GUPTA, Under Secy.

